

# **AGREEMENT FOR OWNER'S REPRESENTATION SERVICES**

This Agreement is made and entered into on the \_\_\_ day of May 2026 by and between the City of Clearwater, Florida, 100 S. Myrtle Avenue, Clearwater Florida 33756 ("City") and Marc Taylor Inc. 3298 Summit Blvd. Pensacola, Florida 32503 ("Consultant").

## **PREAMBLE:**

The City desires to engage the Consultant to perform Owner's Representation Services for the design and construction oversight of the BayCare Ballpark and Carpenter Complex Improvements in accordance with the understanding described in this Agreement; and

The Consultant desires to provide said services in accordance with this Agreement and professional industry standards; and

Now, therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree as follows:

### **1. GENERAL SCOPE**

The relationship of the Consultant and the City will be that of a professional and independent Consultant, and the Consultant shall provide the professional and technical services required under this Agreement and any related work performed for the City in accordance with the acceptable practices and ethical standards applicable to the profession. The Consultant agrees to obtain and maintain for the duration of this Agreement all such licenses or other professional credentials as are required to do business in the State of Florida, Pinellas County, and City of Clearwater for the applicable services as described herein.

### **2. PROFESSIONAL SERVICES**

2.1 It shall be the responsibility of the Consultant to work with the City to perform an array of services as requested by the City and further detailed in a project or phase specific Services Proposal. Upon submitting an invoice or developing a specific scope of work for a Services Proposal, the Consultant represents that it has the expertise in the type of professional services that will be required to perform such services. The Consultant shall maintain an adequate and competent staff of professionally qualified personnel available to the City for the purpose of rendering the required services and shall diligently execute the work to meet the completion time established in any Services Proposal. The Consultant shall notify the City by U.S. Mail addressed to the City Engineer of any changes in company contact information, including but not limited to contact phone, address, project manager, email addresses, etc.

2.2 Each Services Proposal or associated Invoice will include the services for a single project, phase, task or assignment, and will contain a mutually agreed-upon detailed scope of services, project goals, fee and schedule of performance in accordance with the City's applicable fiscal and budgetary constraints. Total compensation for services shall not exceed \$450,000.00 under this Agreement unless otherwise approved by Amendment.

2.3 The City reserves the right to enter into contracts with other professional services firms for similar services related to Consultant's projects, phases, tasks, or assignments. The Consultant will, when directed to do so by the City, coordinate and work with other professional services firms retained by the City.

2.4 The Consultant agrees that it will not perform any services without the City's review and approval, and that the City reserves the right to remove any and all projects, phases, tasks, or assignments related to this Agreement.

### **3. PERIOD OF SERVICES**

3.1 The Consultant shall begin work promptly after receipt of a fully executed Services Proposal, in accordance with Section 2 above. Receipt of a fully executed Services Proposal shall constitute written notice to proceed. If a quote is requested by the City for additional services without a completed Services Proposal, the City shall issue a written and signed Notice to Proceed as acceptance of said quote.

3.2 If the Consultant's services are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted as appropriate.

3.3 This Agreement may be terminated pursuant to Section 8 below. Assignments that are in progress at the Termination Date shall be completed by the Consultant unless specifically terminated by the City. Should the Consultant be in the progress of completing work under this Agreement at the Termination Date, this Agreement shall continue with all terms, conditions and obligations being in full force and effect until such time as the work is completed. All provisions expressly intended to survive termination shall do so.

### **4. INSURANCE REQUIREMENTS**

4.1 Reference Exhibit A "Insurance Requirements". The terms consultant, contractor, vendor shall be interchangeable in regard to the City's insurance requirement exhibits and standard terms and conditions.

### **5. GENERAL CONDITIONS**

5.1 All documents including field books, drawings, specifications, calculations, geotechnical investigations, studies, technical reports, etc., used in the preparation of the work shall be supplied by the Consultant and shall become the property of the City. The City acknowledges that such documents are not intended or represented to be suitable for use by the City or others for any purpose other than those for which the documents are prepared. Any reuse of these documents without written verification or

adaptation by the Consultant for the specific purpose intended will be at the City's sole risk without liability or legal exposure to the Consultant.

- 5.2 If requested, the Consultant shall prepare preliminary construction cost estimates to verify that a proposed design is within the City's project budgets or to ensure compliance with CCNA thresholds.
- 5.3 The Consultant will provide expert witnesses, if required, to testify in connection with any suit at law. A supplemental agreement will be negotiated between the City and the Consultant describing the services desired and providing a basis for compensation to the Consultant for expert witness services.
- 5.4 Upon the Consultant's written request, the CITY will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary.
- 5.5 The City and the Consultant each bind themselves and their successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of each other party, in respect to all covenants of this Agreement; and, neither the City nor the Consultant will assign or transfer its interest in this Agreement without written consent of the other.
- 5.6 To the fullest extent permitted by law, the CONSULTANT agrees to indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this CONSULTANT under this AGREEMENT. Notwithstanding any provision herein to the contrary, this paragraph shall not be construed as a waiver of any immunity to which CITY is entitled or the extent of any limitation of liability pursuant to § 768.28, Florida Statutes. Furthermore, this provision is not intended to nor shall it be interpreted as limiting or in any way affecting any defense CITY may have under § 768.28, Florida Statutes or as consent to be sued by third parties. The obligations under this paragraph shall expressly survive termination or expiration of this Agreement.
- 5.7 The CONSULTANT agrees not to engage the services of any person or persons in the employ of the CITY to an allied capacity, on either a full or part-time basis, on the date of the signing of this Agreement, or during its term.
- 5.8 Key personnel assigned to CITY projects by the CONSULTANT shall not be removed from the projects until alternate personnel acceptable to the CITY are approved in writing by the CITY. Key personnel are identified as: Marc Taylor, President.

5.9 The CONSULTANT shall attach a brief status report on the projects with each request for payment.

5.10 Unless otherwise required by law or judicial order, the CONSULTANT agrees that it shall make no statements, press releases or other public communication concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data, technical processes, business affairs or other information obtained or furnished in the conduct of work under this Agreement without first notifying the CITY and securing its consent in writing. The CONSULTANT also agrees that it shall not publish copyright or patent any of the site-specific data or reports furnished for or resulting from work under this Agreement. This does not include materials previously or concurrently developed by the CONSULTANT for "In House" use. Only data and reports generated by the CONSULTANT under this Agreement shall be the property of the CITY.

## **6. PUBLIC RECORDS**

6.1 The CONSULTANT will be required to comply with Section 119.0701, Florida Statutes, as may be amended from time to time, specifically:

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 727-562-4092;

Rosemarie.Call@myclearwater.com, 600 Cleveland Street, Suite 600, Clearwater, FL 33755.

The CONSULTANT's agreement to comply with public records law applies specifically to:

Keep and maintain public records required by the City of Clearwater (hereinafter "public agency") to perform the service being provided by the Consultant hereunder.

Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.

Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the public agency.

Upon completion of the contract, transfer, at no cost, to the public agency aU public records in possession of the Consultant or keep and maintain public records required by

the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

6.2 A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Consultant of the request and the Consultant must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

6.3 The Consultant hereby acknowledges and agrees that if the Consultant does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

6.4 A Consultant who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

6.5 If a civil action is filed against a Consultant to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Consultant the reasonable costs of enforcement, including reasonable attorney fees, if:

6.6 The court determines that the Consultant unlawfully refused to comply with the public records request within a reasonable time; and at least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Consultant has not complied with the request, to the public agency and to the Consultant.

6.6.1 A notice complies with this paragraph if it is sent to the public agency's custodian of public records and to the Consultant at the Consultant's address listed on its contract with the public agency or to the Consultant's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

6.6.2 A Consultant who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

## **7. COMPENSATION**

7.1 The CONSULTANT shall be compensated for services rendered under this Agreement in accordance with the provisions of each Services Proposal, upon presentation of CONSULTANT'S invoice and as provided in this Agreement.

7.2 Compensation for services shall be invoiced by the CONSULTANT and paid by the CITY in accordance with the Florida Local Government Prompt Payment Act, § 218.70, Florida Statutes.

7.3 The CONSULTANT agrees to allow full and open inspection of payroll records and expenditures in connection with hourly rate and cost-plus fixed fee work assignments upon request of the CITY.

## **8. PROHIBITION AGAINST CONTINGENT FEES**

8.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

## **9. TERMINATION**

9.1 *For Cause.* This Agreement may be terminated by either party with seven (7) days prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this Agreement is terminated, the CONSULTANT shall be paid in accordance with the provisions of outstanding Services Proposals for all work performed up to the date of termination.

9.2 *For Convenience.* Either the CITY or the CONSULTANT may terminate the Agreement at any time by giving written notice to the other of such termination and specifying the effective date of such termination at least thirty (30) days before said termination date. If the Agreement is terminated by the CITY as provided herein, the CONSULTANT will be paid for services rendered through the date of termination.

9.3 *For Lack of Funding.* The CITY'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Clearwater City Council. In the event the Clearwater City Council does not appropriate funds for CITY to perform its obligations hereunder, CITY may terminate this Agreement upon thirty (30) days written notice to CONSULTANT. CONSULTANT will be paid for all work performed to the date of termination.

9.4 *Suspension or Abandonment.* If the project described in any Services Proposal is suspended, canceled, or abandoned by the CITY, without affecting any other Services Proposal or this Agreement, the CONSULTANT shall be given five (5) days prior written notice of such action and shall be compensated for professional services provided up to the date of suspension, cancellation, or abandonment.

## **10. PUBLIC ENTITY CRIMES**

10.1 Pursuant to Florida Statute § 287.132-133, the City of Clearwater, as a public entity, may not accept any proposal from, award any contract to, or transact any business in excess of the threshold amount provided in § 287.017, F.S., for Category Two (currently \$35,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to § 287.133(3), F. S. By submitting a proposal, CONSULTANT is certifying that Florida Statute § 287.132 and 287.133 does not restrict submission.

10.2 The CONSULTANT will be required to comply with Section 287.135, Florida Statutes, specifically to comply with the following sections and execute forms as required by the City.

## **11. SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH CUBA AND SYRIA**

11.1 The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba and Syria; and

11.2 The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria; and

11.3 Business Operations means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce; and

11.4 If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized

Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engages in business operations in Cuba and Syria.

## **12. SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST**

- 12.1 The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
- 12.2 The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
- 12.3 "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; and
- 12.4 If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel.

## **13. E-VERIFY**

- 13.1 CONSULTANT and its Sub-Consultants shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. CONSULTANT will not enter into a contract with any Sub-Consultant unless each party to the contract registers with and uses the E-Verify system. Sub-Consultant must provide CONSULTANT with an affidavit stating that Sub-Consultant does not employ, contract with, or subcontract with an unauthorized alien. CONSULTANT shall maintain a copy of such affidavit.
- 13.2 The CITY may terminate this Agreement on the good faith belief that CONSULTANT or its Sub-Consultants knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c). If this Agreement is terminated pursuant to Florida Statute 448.095(2)(c), CONSULTANT may not be awarded a public contract for at least 1 year after the date of which this Agreement was terminated. CONSULTANT is liable for any additional costs incurred by the CITY as a result of the termination of this Agreement. See § 448.095, Florida Statutes (2020).

## **14. RFQ #21-26 INCORPORATED & ORDER OF PRECEDENCE.**

- 14.1 The Consultant agrees to abide by the City's Standard Terms and Conditions as set forth in RFQ #21-26 as well as the specifications and other requirements set forth in the solicitation documents of RFQ #21-26. These documents are incorporated by reference to the extent that they are applicable to the services provided herein.
- 14.2 The Scope of Work detailed in the Engagement Letter shall be incorporated herein, but the terms of this Agreement shall govern in the event of conflict.
- 14.3 Any inconsistency in documents relating to this Agreement shall be resolved by giving precedence in the following order: (i) this Agreement and subsequent Amendments; (ii) RFQ #21-26; (iii) Standard Terms and Conditions; (iii) City Approved Services Proposals; (iv) Engagement Letter.

## **15. MISCELLANEOUS**

- 15.1 This Agreement shall be administered and interpreted under the laws of the State of Florida. The exclusive venue for any proceeding or suit in law or equity arising from or incident to this Agreement will be in Pinellas County Florida.
- 15.2 This Agreement constitutes the entire agreement of the parties and supersedes all prior representations, understandings, undertakings or discussions (whether oral or written and whether expressed or implied) as of the Effective Date.
- 15.3 This Agreement may not be altered, modified, or amended, unless such amendment or subsequent document is in writing signed by the appropriate authority of the City.

[Signature Page to Follow]

THE CITY OF CLEARWATER, FLORIDA, a Florida municipal corporation

By: \_\_\_\_\_  
Jennifer Poirrier, City Manager

By: \_\_\_\_\_  
Bruce Rector, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

Attest:

\_\_\_\_\_  
Jerrod Simpson  
Senior Assistant City Attorney

\_\_\_\_\_  
Rosemarie Call  
City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

MARC TAYLOR, INC.

\_\_\_\_\_  
Marc Taylor, President

Date: \_\_\_\_\_