

Agenda Packet

PANAMA CITY BEACH CITY COUNCIL AGENDA

NOTE: AT EACH OF ITS REGULAR OR SPECIAL MEETINGS, THE CITY COUNCIL ALSO SITS, EX-OFFICIO, AS THE CITY OF PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY AND MAY CONSIDER ITEMS AND TAKE ACTION IN THAT LATTER CAPACITY.

MEETING DATE: May 10, 2018
MEETING TIME: 6:00 P.M.

- I. CALL TO ORDER AND ROLL CALL
- II. INVOCATION- POLICE CHAPLAIN JOHN WOODROW, GULFVIEW UNITED METHODIST CHURCH
- III. PLEDGE OF ALLEGIANCE- COUNCILMAN CHESTER
- IV. COMMUNITY ANNOUNCEMENTS
- V. APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF APRIL 26, 2018
- VI. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS
- VII. PRESENTATIONS- COUNCILMAN CHESTER
 - 1 BOYS AND GIRLS CLUB CIVIC ACHIEVEMENT AWARD
 - 2 "NATIONAL POLICE WEEK" & "PEACE OFFICERS MEMORIAL DAY" PROCLAMATION & PRESENTATION TO CHIEF WHITMAN
 - 3 "GIRLS INCORPORATED WEEK" PROCLAMATION & PRESENTATION, AND GIRL OF THE YEAR
 - 4 "ST ANDREW BAY QUILTERS GUILD 40TH ANNIVERSARY" PROCLAMATION & PRESENTATION
 - 5 "NATIONAL ARSON AWARENESS WEEK" PROCLAMATION & PRESENTATION
 - 6 CHECK PRESENTATION BY IRONMAN FLORIDA TO POLICE DEPARTMENT FOR COPS N' KIDS
- VIII. PUBLIC COMMENTS-REGULAR (NON-PUBLIC HEARINGS) & CONSENT ITEMS ONLY (LIMITED TO THREE MINUTES)
- IX. CONSENT AGENDA
 - 1 **RESOLUTION 18-86, THE GRAND SLAM BASEBALL WORLD SERIES TOURNAMENT OPENING CEREMONY PARADES.** "A Resolution of the City of Panama City Beach, Florida, authorizing temporary closures of portions of Pier Park Drive, L.C.Hilton Jr Drive, Sea Monkey Way, and Longboard Way on the afternoons of June 17, June 24, July 2, and July 22, 2018, for the "The Grand Slam Baseball World Series Tournament Opening Ceremony Parades."
 - 2 **RESOLUTION 18-88, RATIFY FDOT GRANT AGREEMENT FOR CONSTRUCTION OF A PORTION OF GAYLE'S TRAILS AND EXECUTION OF MAINTENANCE MEMORANDUM AGREEMENT.** "A Resolution of the City of Panama City Beach, ratifying the FDOT Grant Agreement related to the construction of a portion of Gayle's Trails east of Colony Club; and expressly authorizing the City Manager to execute a Maintenance Memorandum Agreement related to that project."

3 **RESOLUTION 18-90, MSA TASK ORDER 7, TETRA TECH INC., QUARTERLY HYDROLOGICAL AND ENVIRONMENTAL MONITORING OF THE CONSERVATION PARK.** "A Resolution of the City of Panama City Beach, Florida, authorizing approval of an Agreement with Tetra Tech, Inc. for hydrologic and environmental monitoring of the Conservation Park, in the amount of \$110,420; and providing an immediately effective date."

X. REGULAR AGENDA - DISCUSSION/ACTION

- | XI. NO. | OFFICIAL | ITEM |
|----------------|-----------------|--|
| 1 | MG | RESOLUTION 18-84, INFRASTRUCTURE SOLUTIONS, LLC MASTER SERVICES AGREEMENT MAJOR WASTEWATER FACILITIES AND TASK ORDER #1. |
| 2 | MG | RESOLUTION 18-89, FLORIDA FIXED INCOME TRUST PARTICIPATION. |
| 3 | ML | ORDINANCE 1452, UPDATING CHAPTER 25 RELATING TO CODE ENFORCEMENT, 1 ST READING. |
| 4 | ML | ORDINANCE 1453, PAINTING OF BOARDS, 1 ST READING. |
| 5 | ML | ORDINANCE 1454, AMENDING LDC RELATING TO WINDOW SIGNS, 1 ST READING. |
| 6 | ML | ORDINANCE 1459, PROHIBITING SEMITRAILERS AND TRUCK TRACTOR PARKING ON UNPAVED ROW, 1 ST READING. |
| 7 | ML | ORDINANCE 1460, UPDATING CHAPTER 12 RELATING TO GARBAGE AND TRASH, 1 ST READING. |
| 8 | MG | RESOLUTION 18-91, BAY PARKWAY SEGMENT 2 PROFESSIONAL SERVICES AGREEMENT WITH GORTEMOLLER ENGINEERING, TASK ORDER 2018-01, DIRECTION TO USE HALF-CENT SALES TAX REVENUE, AND BUDGET AMENDMENT #24. |


XI. DELEGATES AND STAFF


- 1 **DELEGATIONS.** In accordance with the City Council's rules and procedures, residents or tax-collectors of the City (upon any subject of general or public interest), City employees (regarding his/her employment), and water and sewer customers (on matters related to the City's water and/or sewer system), may address the City Council under Delegations on items not on the printed agenda by filling out a speaker card. Speaker cards are located inside the Council meeting room and should be provided to the City Clerk. Please observe the time limit of three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by the Chair.
- 2 **ATTORNEY REPORT.**
- 3 **CITY MANAGER REPORT.**
- 4 **COUNCIL COMMENTS.**
- 5 **ADJOURN.**

PAUL CASTO	<u> X </u>	PAUL CASTO	<u> X </u>
PHIL CHESTER	<u> X </u>	PHIL CHESTER	<u> X </u>
GEOFF MCCONNELL	<u> X </u>	GEOFF MCCONNELL	<u> X </u>
HECTOR SOLIS	<u> X </u>	HECTOR SOLIS	<u> X </u>
MIKE THOMAS	<u> X </u>	MIKE THOMAS	<u> X </u>

I certify that the Council members listed above have been contacted and given the opportunity to include items on this agenda.

I certify that the Council members listed above have been contacted and made aware of the items on this agenda.

 5/9/18
City Clerk Date

 5/9/18
City Clerk Date

IN AN EFFORT TO CONDUCT YOUR COUNCIL MEETINGS IN AN ORDERLY AND EXPEDIENT MANNER, WE RESPECTFULLY REQUEST THAT YOU WAIT UNTIL THE CHAIR RECOGNIZES YOU TO SPEAK, THEN COME TO THE PODIUM AND STATE YOUR NAME AND ADDRESS FOR THE RECORD.

E-mailed to following interested parties on: 5/8/18, 9 A.M.

<u>NEWS MEDIA</u>	<u>CONTACT</u>
News Herald	Tyra Jackson
Bullet	Linda Lucas
Channel 4	News Dept
Channel 7	Newsroom
Channel 13	Brady Calhoun
Comcast	Stefanie Bowden
WOW	Cil Schnitker
WKGC	Tori Shay
WLTG	A. D. Whitehurst
Clear Channel	Production Director
Powell Broadcast	Jeff Storey, GM
Burnie Thompson	Burnie Thompson

NOTE; COPIES OF THE AGENDA ITEMS ARE POSTED ON THE CITY'S WEBSITE WWW.PCBGOV.COM UNDER "AGENDA INFORMATION". THIS MEETING WILL BE LIVE-STREAMED ON THE CITY WEBSITE.

If a person decides to appeal any decision made by the City Council with respect to any matter considered at the meeting, if an appeal is available, such person will need a record of the proceeding, and such person may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based. Sec. 286.0105, FS (1995)

DRAFT MINUTES

The Regular Meeting of the City Council of the City of Panama City Beach, Florida, and when permitted or required by the subject matter, the Panama City Beach Community Redevelopment Agency, held on April 26, 2018,

ROLL

MAYOR MIKE THOMAS

COUNCILORS:

PAUL CASTO

PHIL CHESTER

GEOFF MCCONNELL

HECTOR SOLIS

CITY MANAGER:

MARIO GISBERT

CITY CLERK:

JO SMITH

CITY ATTORNEY:

AMY MYERS

Mayor Thomas called the Regular Meeting to order at 9 A.M. with Councilman Chester and Councilman Solis, the City Manager, City Clerk and City Attorney present. Mayor Thomas said the meeting would begin with the investiture of the new Council members.

Councilman-elect Paul Casto, accompanied by his wife Cathi, took his Oath of Office administered by Pastor Gregory George. The audience responded with applause. He then assumed his seat on the dais. Councilman-elect Geoff McConnell and family came to the podium and he introduced his son Jordan who administered the Oath of Office. The audience responded with applause. He then assumed his seat on the dais.

Pastor Gregory George of the Gulf Beach Baptist Church gave the invocation and Councilman Casto led the Pledge of Allegiance.

Mayor Thomas announced the upcoming Community Events.

The Minutes of the Regular Meeting of April 12, 2018 were read. **Councilman Chester made the motion to approve the Minutes as prepared. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:**

Councilwoman Casto	Aye
Councilman Chester	Aye
Councilman McConnell	Aye
Councilman Solis	Aye
Mayor Thomas	Aye

Mayor Thomas asked if there were any additions or deletions to the Agenda. Councilman Solis asked to add a discussion about investment opportunities and options. The Mayor asked to add a discussion about Spring Break. There were no objections. **Councilman Solis made the motion to approve the Agenda as amended. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

Councilwoman Casto	Aye
Councilman Chester	Aye
Councilman McConnell	Aye
Councilman Solis	Aye
Mayor Thomas	Aye

PRESENTATIONS

1 PRESENTATION TO PAUL WOLFORD AND RESORT COLLECTIONS GROUP FROM THE POLICE DEPARTMENT. Councilman Casto asked Chief Whitman and Mr. Paul Wolford to join him at the podium. Mr. Wolford was accompanied by other members of the Resort Collections group. Chief Whitman praised Mr. Wolford and his team for their assistance to the Police Department and presented him with a plaque of Appreciation for their efforts. Mr. Wolford thanked Chief Whitman and stated they wanted to help in every way possible. The audience responded with applause.

PUBLIC COMMENTS (REGULAR NON-PUBLIC HEARINGS AND CONSENT ITEMS)

Mayor Thomas opened the Public Comments section of the meeting at 9:10 A.M. and invited comments.

1 Mr. Tom Klomps, 614 Poinsettia Court. Mr. Klomps asked about Consent Item #2, *Bid Award- CRA Landscape Maintenance Services Agreement*, and commented about the landscaping on the existing CRA roadways being overgrown and Blocking drivers' views. He recommended low self-maintaining foliage for the roads. He also nominated Councilman Casto for Vice-Mayor.

2 Mr. Neel Bennett, 15238 Front Beach Road. Mr. Bennett said it had been a good Spring Break and March with a new class of people, and that it would be a mistake to extend the no drinking ban. He mentioned the complications of using Easter as the deadline as the date changed every year.

3 Mr. Paul Dalton, 107 Manistee. Mr. Dalton asked how long the CRA Landscaping Maintenance Services Agreement would last.

4 Mr. Tom Trossen, 107 Heron Turn. Mr. Trossen asked about the economic impact of the alcohol ban on businesses and the City, and if that impact drove other decisions made by the City. He asked if an economic study had been prepared for the alcohol ban.

With no further comments, the Public Comments section was closed at 9:18 A.M. Mayor Thomas asked Mr. Gisbert if a study had been prepared. Councilman Solis spoke of the cost for additional emergency services during March 2015 and the lost revenue for March in 2016 and 2017. The numbers for 2018 were not yet available but revenue had improved in 2017 and he had heard from businesses that their revenue this year was better. Regarding the City, he said there were not the additional emergency services costs from the prior years. Councilman Solis said the City was going in the right direction.

Mr. Trossen spoke of the City promoting itself and the improved image. Mayor Thomas replied that the TDC did the promotions.

Ms. Myers responded to Mr. Dalton that the CRA Landscape Maintenance contract was a two-year contract with three one-year renewals. Councilman Solis commented that the issues mentioned by Mr. Klomps were important and that anything viewed as an obstruction should be checked by Staff. Ms. Myers said if this item was to be discussed, it should be moved from Consent to the Regular Agenda. Councilman Casto said he would like to talk further about the item. Mayor Thomas said it would be added to the Regular Agenda as Item 1A.

AMENDED CONSENT AGENDA

Ms. Smith read the Amended Consent Agenda Item by title.

1 RESOLUTION 18-81, JEEP BEACH JAM BLOCK PARTY SHOW & SHINE ROAD CLOSURE. "A Resolution of the City of Panama City Beach authorizing temporary road closure of a portion of Pier Park Drive on Saturday, May 19, 2018, for the "Jeep Block Party Show & Shine"; and providing an immediately effective date."

Councilman Chester made the motion to approve the Amended Consent Agenda. Second was by Councilman Solis and the motion passed by unanimous roll call vote recorded as follows:

Councilwoman Casto	Aye
Councilman Chester	Aye
Councilman McConnell	Aye
Councilman Solis	Aye
Mayor Thomas	Aye

REGULAR AGENDA

ITEM 1A RESOLUTION 18-82, BID AWARD- CRA LANDSCAPE MAINTENANCE SERVICES AGREEMENT. Ms. Myers read Resolution 18-82 by title. Mr. Gisbert explained the limits of the CRA project and that he would direct the Street Department to focus on the plant heights. He said the roads must meet FDOT standards and with this contract, it would be cheaper because all of the maintenance was combined into one contract.

Councilman Solis said this was a resort area and everyone wanted to see a beautiful look. He agreed with Mr. Klomps that some views were obstructed and the City would be cognizant of those areas.

Councilman Casto suggested looking at the areas of North Pier Park, North Richard Jackson Blvd., and the gateways installed by the developers, and that these areas would need to be included in the future contracts. He suggested meeting with St. Joe to discuss the City having to assume more landscaping areas. Councilman Solis said some resorts were maintaining their own right-of-ways and suggested possibly the entrances remain with the HOAs. Mr. Gisbert said Edgewater Beach Resort and Laketown Wharf maintained their own property which helped the City. **Councilman Solis made the motion to approve Resolution 18-82. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

Councilwoman Casto	Aye
Councilman Chester	Aye
Councilman McConnell	Aye
Councilman Solis	Aye
Mayor Thomas	Aye

ITEM 1 APPOINTMENT OF VICE-MAYOR. Councilman Casto said historically, the Vice-Mayor had been chosen by seniority. **Councilman Solis made the motion to appoint Councilman Chester as Vice-Mayor. Second was by Councilman Casto and the motion passed by unanimous roll call vote recorded as follows:**

Councilwoman Casto	Aye
Councilman Chester	Aye
Councilman McConnell	Aye
Councilman Solis	Aye
Mayor Thomas	Aye

ITEM 2 RESOLUTION 18-83, RANKING OF FIRMS FOR BAY PARKWAY SEGMENT 2 ENGINEERING DESIGN SERVICES. Ms. Myers read Resolution 18-83 by title. The Mayor asked if there were any questions or comments; there were none. **Councilman Casto made the motion to approve Resolution 18-83. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

Councilwoman Casto	Aye
Councilman Chester	Aye
Councilman McConnell	Aye
Councilman Solis	Aye
Mayor Thomas	Aye

ITEM 3 RESOLUTION 18-78, RANKING OF FIRMS FOR MAJOR WASTEWATER FACILITIES ENGINEERING SERVICES. Ms. Myers read Resolution 18-78 by title. The Mayor asked if there were any questions or comments; there were none. **Councilman Solis made the motion to approve Resolution 18-78. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

Councilwoman Casto	Aye
Councilman Chester	Aye
Councilman McConnell	Aye
Councilman Solis	Aye
Mayor Thomas	Aye

ITEM 4 RESOLUTION 18-85, LAW ENFORCEMENT PROFESSIONAL SERVICES AGREEMENT WITH SCHOOL BOARD. Ms. Myers read Resolution 18-85 by title and explained that the Agreement would supersede other Agreements between the School Board and individual officers as this Agreement was between the City and the School Board. The Mayor asked if there were any questions or comments; there were none. **Councilman McConnell made the motion to approve Resolution 18-85. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

Councilwoman Casto	Aye
Councilman Chester	Aye
Councilman McConnell	Aye
Councilman Solis	Aye
Mayor Thomas	Aye

ITEM 5 APPOINTMENTS TO TRANSPORTATION PLANNING ORGANIZATION (TPO), HALF-CENT SALES TAX CITIZEN'S OVERSIGHT COMMITTEE, BAY COUNTY LEAGUE OF CITIES- DISCUSSION. Mr. Gisbert explained the Committee members for the TPO and recommended a strong voice from the City on that board. He elaborated. Regarding the Half-Cent Sales Tax Citizen's Oversight Committee, that appointment was made by the new Council members and did not have to be today. Councilman McConnell said he was prepared today. For the Bay County League of Cities, Councilman Reichard had volunteered for that Board and had coordinated quarterly meetings. Councilman McConnell stated he was highly interested in the TPO and would volunteer for the TPO Board. **Councilman Casto made the motion to appoint Councilman McConnell to the TPO. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

Councilwoman Casto	Aye
Councilman Chester	Aye
Councilman McConnell	Aye
Councilman Solis	Aye
Mayor Thomas	Aye

Councilman Solis made the motion to appoint Councilman Casto to the Bay County League of Cities. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:

Councilwoman Casto	Aye
Councilman Chester	Aye
Councilman McConnell	Aye
Councilman Solis	Aye
Mayor Thomas	Aye

Councilman Casto said he would appoint Mr. Jeromey Gillespie, current Board member, as his choice for the Half-Cent Sales Tax Citizen's Oversight Committee. Councilman McConnell said he would appoint Mr. Jeremy Martin as his choice for the Half-Cent Sales Tax Citizen's Oversight Committee. **Councilman Solis made the motion to approve the appointments to the Half-Cent Sales Tax Citizen's Oversight Committee. Second was by Councilman Chester and the motion passed by unanimous roll call vote recorded as follows:**

Councilwoman Casto	Aye
Councilman Chester	Aye
Councilman McConnell	Aye
Councilman Solis	Aye
Mayor Thomas	Aye

ITEM 6 INVESTMENTS- DISCUSSION. Councilman Solis spoke of the merits of the Florida Fixed Income Trust (FLFIT) with other options for CD's and T-Bills paying a higher rate of return on the City's cash. He said he hoped the City Council would consider an Investment Committee that could consider options for a ladder approach to investments. He gave examples of potential higher income using the reserves, CRA funds, and utility reserves. He said these extra funds would fund more positions in accounting. Councilman Solis mentioned accounting being overwhelmed with work, dealing with the annual audit. He urged the Council to move quickly as it seemed the City was losing possibly Forty to Fifty Thousand Dollars additional revenue every month.

Mayor Thomas said he understood Councilman Solis suggested forming an Investment Committee and Councilman Solis replied yes with a quick cycle due to the potential additional revenue being lost. He continued that these would be fully insured investments with no risk. Mayor Thomas suggested for the next meeting, each Council member bring a name of someone to serve on the Committee.

Councilman Solis said a draft Resolution had been prepared to move funds into the FL Fixed Income Trust. Councilman McConnell said it sounded like a good thing to do but he would need more information before forming an opinion. Mr. Gisbert said the focus right now was for the annual audit in order to be prepared on time. He reminded the Council of the limited staff. Councilman Solis explained the additional funds would pay for a budget and accounting officer to assist Ms. White as these new investments would complicate her job more.

ITEM 7 SPRING BREAK- DISCUSSION. Mayor Thomas said he received many calls about Spring Break and explained how his own business had been affected. He said revenue was coming back and moving in the right direction. He said areas of the beach still had problems and Chief Whitman worked to correct those problems.

Chief Whitman gave the Spring Break statistics, handling Seventeen Million visitors per year. He reported the statistics for this Spring Break in comparison to 2015. The Chief recommended keeping the current Ordinances in place and explained the Louisiana schools followed Easter more than other schools because it was a Catholic state. He said the big problem this year had been because Atlanta schools were out the first week of April, but he was prepared with more law enforcement presence. Chief Whitman also thanked the men and women of his command for their hard work. He explained the Mutual Aid from nearby communities who knew how to work our crowds. He continued that he was already planning for next year and that this year had been one of the safest Spring Breaks.

Councilman Casto said he thought the City was going in the right direction and thanked the previous City Council for their foresight in enacting tough laws which made the changes. Councilman Chester said the business owners and residents liked the direction of the City. Councilman McConnell said he was in favor of the March laws and would not support extending the drinking ban. He mentioned shifting resources if Easter was late and encouraged the HOAs to solve their problems inhouse. Chief Whitman said he shifted manpower as needed and that he and the City Manager had spoken to that HOA.

Councilman Solis asked Chief Whitman if he saw a significant increase of alcohol incidents the first week of April, and the Chief responded no. Councilman Solis said one problem in April was that Wal-Mart had not enforced the parking requirements. He said he had received many requests from citizens to extend the ban but he responded to keep the Ordinances as written. He had the 2019 Spring Break calendar and identified the colleges out in April. He suggested enforcing the current laws and have more Mutual Aid during the first week of April. He mentioned working with the private property owners and Wal-Mart next year but did not see the need for the alcohol ban extension.

DELEGATIONS

Mayor Thomas explained the delegations period and opened this portion of the meeting at 10:07 A.M.

1 Mr. Paul Dalton, 107 Manistee. Mr. Dalton congratulated Councilman Casto and Councilman McConnell for their election and urged their continued support for the Beach Police Department. He also urged higher pay for the officers.

2 Ms. Colleen Swab, California Cycles. Ms. Swab distributed a flyer where her business had donated a scooter to the Senior Center for the fundraising efforts.

3 Mr. Tom Klomps, 614 Poinsettia Court. Mr. Klomps asked what the City was doing to relieve the stress of the firefighters and their equipment now, other than the City implementing the Fire Assessment.

With no further comments, the Mayor closed the Delegations section of the meeting at 10:17 A.M.

Ms. Myers said with regards to the Fire Assessment, no revenue would be received until December or January. Mr. Gisbert said an architectural firm was under contract and Staff had been meeting diligently to discuss the drawings. He said the site was located and meetings held with St. Joe. He said it would probably be several months before completed drawings were ready for the new Fire Station. He mentioned next year's budget would include additional firefighters.

Mr. Gisbert explained that the firm was currently preparing a payplan study based on input from similar cities to determine future compensation. He said this study was showing that the City needed to make changes for Police and Fire, which would be brought back to the Council. Councilman Casto if this study was City-wide and Mr. Gisbert replied affirmatively.

Mayor Thomas asked about the status for the repairs to the existing Fire Stations. Mr. Gisbert explained the thousands of dollars needed and some repairs could be contracted out. He said some repairs were deferred to the next fiscal year. He also explained Chief Couch working on a grant for diesel removal.

Mr. Gisbert introduced Ms. Debbie Ward, the City's new Public Information Officer. He explained she would be able to correct misinformation. He elaborated and explained her experience.

CITY MANAGER REPORT

Mr. Gisbert reported the job vacancies posted on the website as well as the Bid Openings on the website.

COUNCIL COMMENTS

Councilman Solis mentioned the Warrior Beach Retreat and how the veterans were treated by the community. He mentioned it being a wonderful cause.

Councilman McConnell said he planned quarterly Town Hall meetings and would work on a schedule for those meetings. He urged some members of the community to set aside their anger to make positive changes and create viable solutions.

Councilman Casto thanked the community for their support. He said the City faced a lot of growing pains and challenges in the next four years.

Councilman Chester invited Mr. Ponek to the podium to explain about the new playground. Mr. Ponek said it had been a two year plan and that staff planned a soft opening this weekend. He said the grand opening and ribbon cutting was scheduled for May 25th and invited the community. Mayor Thomas commented how great the new flag looked.

The meeting was adjourned at 10:35 A.M.

READ AND APPROVED this 10th of May, 2018.

IN THE EVENT OF A CONFLICT BETWEEN THE FOREGOING MINUTES AND A VERBATIM TRANSCRIPT OF THESE MINUTES, THE FOREGOING MINUTES SHALL CONTROL.

Mayor

ATTEST:

City Clerk

PRESENTATION

ITEM 1

CITY OF PANAMA CITY BEACH

CIVIC ACHIEVEMENT AWARD

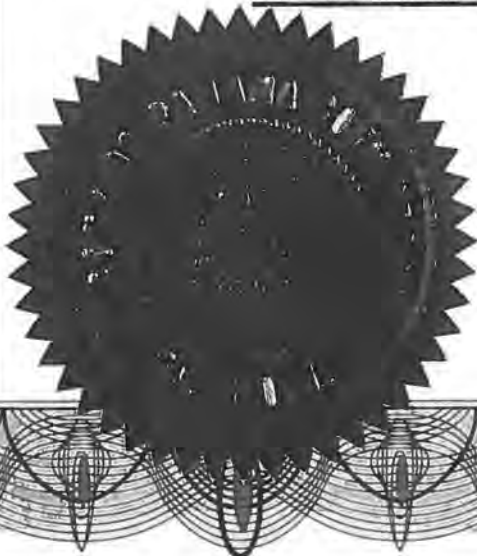
Be It Known That

Lane Epperson

**HAS GIVEN EXCEPTIONAL SERVICE
TO THE BOYS AND GIRLS CLUB
OF PANAMA CITY BEACH**

For the responsibility assumed, for the unselfish
service rendered his community and its citizens in discharging
the duties of good citizenship, this token of CIVIC ACHIEVEMENT
is hereby awarded.

Presented this 10th of May, 2018



MIKE THOMAS

PRESENTATION
ITEM 2



~Proclamation~

A PROCLAMATION DESIGNATING
MAY 15, 2018
AS "PEACE OFFICERS MEMORIAL DAY" AND
MAY 12-18, 2018
AS "NATIONAL POLICE WEEK"
IN PANAMA CITY BEACH

WHEREAS, each year, the Nation sets aside a week to salute the men and women who do the difficult, dangerous, and often thankless work of safeguarding our communities. Our police officers are the thin blue line whose sacrifices protect and serve us every day; and

WHEREAS, the routine, everyday nature of their courage makes it all the more extraordinary as the men and women put on their uniform, leave home, and report for duty, never knowing if they will return safely home. Just as police officers never let down their guard, we must never let slide our gratitude; and

WHEREAS, by taking the oath to serve and protect their fellow citizens, law enforcement officers answer the vital calling, performing their jobs with extraordinary distinction and accepting profound responsibility. These exceptional men and women work to uphold our laws and serve on the front lines in the fight against crime; and

WHEREAS, as we mourn the fallen, let us also remember how they lived. With unflinching commitment, they defended us and kept us safe at home as we went about our everyday lives. To their families, we owe an unpayable debt. We ask God's blessings for their loved ones left behind.


NOW, THEREFORE, the City Council of the City of Panama City Beach City Council does hereby proclaim

**May 15th as "Peace Officers Memorial Day" and
May 12-18, 2018 as "National Police Week"**


in Panama City Beach and encourage all Americans to honor the officers with appropriate ceremonies and observances. We further call upon all to observe May 15th as Peace Officers Memorial Day to honor those law enforcement officers who, through courageous acts, made the ultimate sacrifice in service to their community and ask the community to display the American flag at half staff from their homes and businesses on May 15th.



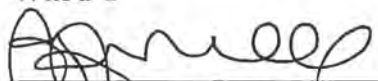
Mayor Mike Thomas



Councilman Paul Casto
Ward 1

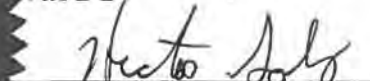


Councilman Phil Chester
Ward 2



Councilman Geoff McConnell
Ward 3





Councilman Hector Solis
Ward 4

PRESENTATION
ITEM 3



~ Proclamation ~

A PROCLAMATION DESIGNATING MAY 7-11, 2018
AS
"GIRLS INCORPORATED WEEK"
IN PANAMA CITY BEACH"

WHEREAS, Girls Incorporated is a research, education, and advocacy organization that inspires all girls to be strong, smart, and bold; and

WHEREAS, Girls Incorporated was founded in 1864, serving girls 6-18 at over 1400 locations across the country, providing researched-based programming by trained professionals who focus on the whole girl, supporting, mentoring, and guiding girls in an affirming, pro-girl environment; and

WHEREAS, Girls Incorporated believes that every girl has the right to be herself and to resist gender stereotypes, the right to express herself with originality and enthusiasm, and the right to take risks, to strive freely, and to take pride in success; and

WHEREAS, Girls Incorporated believes that every girl has the right to accept and appreciate her body, and has the right to have confidence in herself and be safe in the world; and

WHEREAS, Girls Incorporated believes that every girl has the right to prepare for interesting work and economic independence.

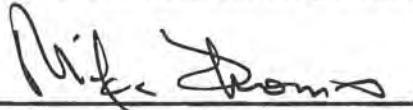
NOW, THEREFORE, the City Council of the City of Panama City Beach does hereby proclaim May 7-11, 2018 as

"GIRLS INCORPORATED WEEK"

in Panama City Beach, and in so doing urge all citizens to honor the organization's commitment to pursue supplemental educational activities for the girls in our community.


Councilman Paul Casto

Ward 1


Mayor Mike Thomas


Councilman Phil Chester

Ward 2


Councilman Geoff McConnell

Ward 3




Councilman Hector Solis

Ward 4

PRESENTATION

ITEM 4



~Proclamation~

A PROCLAMATION HONORING THE
SAINT ANDREW BAY QUILTERS' GUILD
ON THEIR 40TH ANNIVERSARY,
ON MAY 10, 2018

WHEREAS, the Saint Andrew Bay Quilters' Guild, organized in 1978, serves as the source on information on quilting through education, workshops and demonstrations. Meetings are held in Panama City during the day and evenings for those interested in quilting; and

WHEREAS, the Saint Andrew Bay Quilters' Guild places a strong emphasis on community service to many organizations and charities, such as providing bed quilts, fidget quilts, walker bags and catheter bags for the veterans living at the Clifford Chester Sims Veterans Nursing Home; and

WHEREAS, the Saint Andrew Bay Quilters' Guild has also remembered the families by providing nap time quilts and bibs for children attending Head Start as well as providing quilts and newborn items for Matthew's Room helping mothers in need; and

WHEREAS, the Wounded Warrior Retreat has not been forgotten and the Saint Andrew Bay Quilters' Guild donates PTSD mats for the veterans in need as well as attending the Fall event; and

WHEREAS, the Saint Andrew Bay Quilters' Guild does a two month food drive for the Catholic Charities during October and November, donating food and other items for our locals in need;

NOW, THEREFORE, the City Council of the City of Panama City Beach does hereby proclaim May 10, 2018 as the

40th Anniversary of the Saint Andrew Bay Quilters' Guild

and thank them for their work for the community and those in need.

Mayor Mike Thomas

Councilman Paul Casto
Ward 1

Councilman Geoff McConnell
Ward 3



Councilman Phil Chester
Ward 2

Councilman Hector Solis
Ward 4

PRESENTATION
ITEM 5



~Proclamation~

A PROCLAMATION DESIGNATING THE WEEK
OF MAY 6-12, 2018, AS
"NATIONAL ARSON AWARENESS WEEK 2018-
"REDUCING ARSON AT VACANT AND ABANDONED BUILDINGS"
IN PANAMA CITY BEACH

WHEREAS, the U. S. Fire Administration reports that intentional actions were the leading cause of vacant residential building fires at 34%; and

WHEREAS, according to the ATF, there has been an average of 550 reported incendiary/arson fires per year at properties reported as abandoned, vacant-secured and vacant-unsecured, uninhabited, idle, not routinely used, and being demolished; and


WHEREAS, according to the National Fire Protection Association reports, fires in vacant buildings are more likely to have been intentionally set and spread beyond the building than fires in other structures. They also cause a disproportionate share of firefighter injuries; and

WHEREAS, this week of May 6-12, 2018 shall focus on the importance of a cooperative effort with fire and emergency services departments, law enforcement, public works, insurance companies and the justice system to help prevent the horrendous crime of arson at vacant and abandoned buildings.


NOW, THEREFORE, the City Council of the City of Panama City Beach declares May 6-12, 2018 as

"National Arson Awareness Week 2018- Reducing Arson at Vacant and Abandoned Buildings"

and pay special tribute to all fire and law enforcement investigative agencies for their dedicated and tireless service.

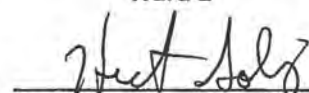

Councilman Paul Casto
Ward 1


Mayor Mike Thomas


Councilman Phil Chester
Ward 2


Councilman Geoff McConnell
Ward 3




Councilman Hector Solis
Ward 4

CONSENT
ITEM 1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION

2. MEETING DATE:
MAY 10, 2018

3. REQUESTED MOTION/ACTION:

Consideration of Resolution 18-86 to close portions of roads in Pier Park on Sunday, June 17, Sunday, June 24, Monday, July 2 and Sunday, July 22, 2018 for the Grand Slam Tournament parades.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

The Grand Slam Baseball World Series Tournament Opening Ceremony Parades are scheduled to be held on the afternoons of June 17, June 24, July 2 and July 22, 2018.

The parades necessitate closure of portions of Pier Park Drive, L.C. Hilton Drive, Sea Monkey Way and Longboard Way within the corporate limits of Panama City Beach.

Staff recommends approval.

RESOLUTION 18-86

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA AUTHORIZING TEMPORARY CLOSURES OF PORTIONS OF PIER PARK DRIVE, L.C. HILTON, JR. DRIVE, SEA MONKEY WAY, AND LONGBOARD WAY ON THE AFTERNOONS OF JUNE 17, JUNE 24, JULY 2, AND JULY 22, 2018, FOR THE "THE GRAND SLAM BASEBALL WORLD SERIES TOURNAMENT OPENING CEREMONY PARADES".

WHEREAS, Grand Slam Sports, the Simon Property Group and the TDC have teamed together to have four (4) Opening Ceremony parades for the Grand Slam Baseball World Series Tournaments; and

WHEREAS, the Grand Slam Baseball World Series Tournaments Opening Ceremony Parades are scheduled to be held on Sunday, June 17; Sunday, June 24; Monday, July 2; and Sunday, July 22, 2018; and

WHEREAS, the Parades necessitate careful traffic control and closure of certain sections of Pier Park Drive, L.C. Hilton, Jr. Drive, Sea Monkey Way, and Longboard Way within the corporate limits of Panama City Beach.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Panama City Beach that portions of Pier Park Drive, L.C. Hilton, Jr. Drive, Sea Monkey Way, and Longboard Way be temporarily closed during the hours of 2:00 P.M. and 6:00 P.M., on June 17, June 24, July 2, and July 22, 2018 and that all traffic shall be rerouted or otherwise controlled in accordance with the map which accompanies this Resolution to accommodate the Parades for the Grand Slam Baseball World Series Tournament.

PASSED, APPROVED AND ADOPTED in regular session of the Panama City Beach City Council this 10th day of May, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mayor Mike Thomas

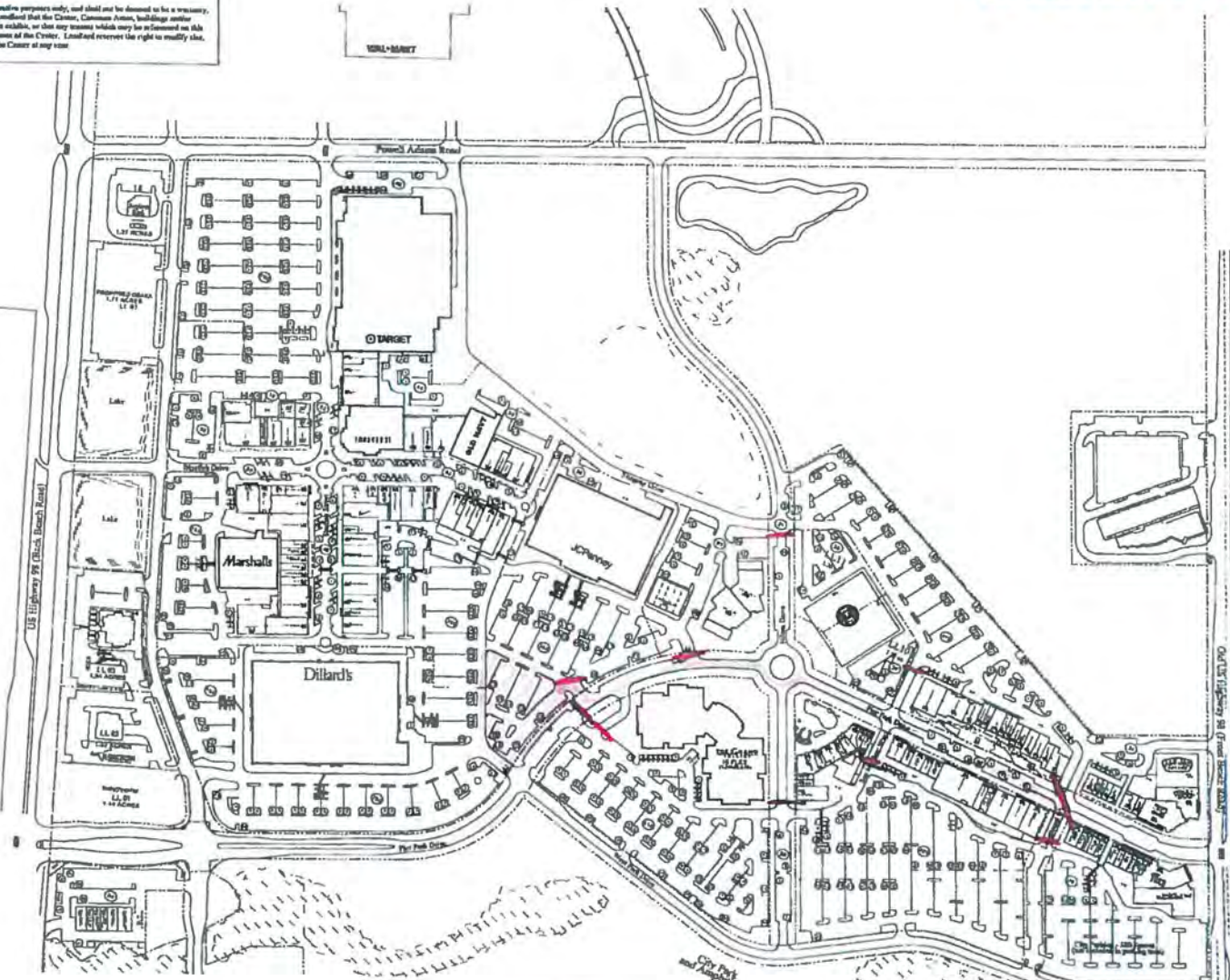
ATTEST:

Jo Smith, City Clerk

Grand Slam Baseball Parades

This exhibit is provided for illustrative purposes only, and shall not be deemed to be a warranty, representation or agreement by Landlord that the Center, Concessions Areas, buildings and/or areas shown will be as illustrated on this exhibit, or that any business which may be as shown on this exhibit will at any time be occupied at the Center. Landlord reserves the right to modify the configuration and contents of the Center at any time.

June 17th - 4pm
 June 24th - 4pm
 July 2nd - 4pm
 July 22nd - 4pm



Project Data

TARGET	136,800
DILLARD'S	128,000
OLD NAVY	14,800
GRAND THEATRES	71,190
JCPENNEY	82,824
MARSHALL'S	26,000
FOREVER 21	21,200
DAVE & BUSTERS	40,200
Total Department Store OLA	527,824
Level BOARDWALK	149,467
Level PRIMARY	204,214
Level PROPOSED M SHOPS	28,567
Level PROPOSED OUTLOT SHOPS	11,218
Total Small Shops OLA	493,466
Total OLA	1,021,290

Lease Plan
 0 150 300 LP12-1

Pier Park
 600 Pier Park Drive
 Panama City Beach, FL 32413
 SIMON[®]
 CORP # 4764

Modified: January 09, 2014

CONSENT
 AGENDA ITEM #

Jo Smith

From: Michael.Denton@simon.com
Sent: Wednesday, April 18, 2018 11:02 AM
To: Jo Smith
Subject: Re: FW: World Series Parade Road Closures
Attachments: Grand Slam Baseball Parades.pdf

Hi Jo. Attached below is the map for the 4 Grand Slam Baseball parades June 17th, 24th, July 2nd and July 22nd. They start at 4pm and last approximately 40 minutes so the closure is less than an hour. Let me know if you need additional detail.

On Jeep Jam yes they have approval for that closure on the 19th.

Mike Denton
Director of Marketing and Business Development
Pier Park


SIMON
600 Pier Park Drive Suite 125
Panama City Beach, FL 32413 USA
T 850.236.9974
michael.denton@simon.com

SIMON.COM

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CONSENT
ITEM 2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Multi-Use Trail/Kelly Jenkins

2. MEETING DATE:

5/10/2018

3. REQUESTED MOTION/ACTION:

Approve/execute Exhibit G pertaining to the maintenance agreement of the Florida Shared-Use Nonmotorized Trail Network grant agreement with the Florida Department of Transportation.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

City staff applied for a grant through the Florida Shared-Use Nonmotorized Trail Grant Program (SUNTRAIL) offered by the Florida Department of Transportation. An agreement was drawn up by the department as part of section 339.81 Florida Statutes. City Council approved this agreement with FDOT and it was executed March 22, 2018. One page of Exhibit G was inadvertently left out of the agreement by the department. Without execution of this entire agreement (including exhibit G) this grant cannot move forward. Exhibit G states that the City will maintain the multi-use trail for its entire useful life. Items to be included: vegetation management, landscaping, trail heads, repair of slope/erosion, boardwalks, railings, signage, pavement markings, and maintain pavement surfaces free from hazards (the complete exhibit is attached for your review).

Design of this project was completed in 2017 under a task order from a Master Services Agreement. Final design plans are complete. Once this agreement is fully executed the Notice to Proceed can be granted from FDOT.

Approval of the Resolution will ratify the City's prior approval of the grant agreement, and expressly authorize execution of Exhibit G.

CONSENT
AGENDA ITEM #

2

RESOLUTION 18-88

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, RATIFYING THE FDOT GRANT AGREEMENT RELATED TO THE CONSTRUCTION OF A PORTION OF GAYLE'S TRAILS EAST OF COLONY CLUB; AND EXPRESSLY AUTHORIZING THE CITY MANAGER TO EXECUTE A MAINTENANCE MEMORANDUM AGREEMENT RELATED TO THAT PROJECT.

WHEREAS, on March 22, 2018, the Council adopted Resolution 18-72, approving a \$904,716 grant from the Florida Department of Transportation for construction of a segment of Gayle's Trails located east of Holiday Golf Club to the Breakfast Point Subdivision; and

WHEREAS, the Agreement approved by the Council did not include the entirety of Exhibit G, which notably requires execution by both parties, such that the Department has requested a City resolution expressly contemplating and authorizing execution of this Exhibit.

BE IT RESOLVED that:

1. The appropriate officers of the City are authorized to execute, deliver, and to the extent necessary, to ratify on behalf of the City that certain Florida Shared-Use Nonmotorized Grant Agreement between the City and the State of Florida Department of Transportation, relating to the acceptance and use of \$904,716 to fund the construction of Gayle's Trails from east of Holiday Golf Club to Breakfast Point Subdivision, in the form attached and presented to the Council today with an amended Exhibit G, with such changes, insertions or omissions as may be approved by the City Manager and whose execution of such Agreement shall be conclusive evidence of such approval.
2. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Maintenance Memorandum of Agreement between the City and the Florida Department of Transportation, which forms Exhibit G to that certain Florida Shared-Use NonMotorized Trail Network Agreement referenced above, in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of _____, 2018 *nunc pro tunc*
March 22, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

Financial Project No: <u>440282-1-54-01</u>	Contract No. <u>G0U25</u>	Vendor No.: <u>F596045116012</u>	CSFA No. and Title: <u>55.038</u> Florida Shared-Use Nonmotorized (SUN) Trail Network Program
--	----------------------------------	---	--

THIS FLORIDA SHARED-USE NONMOTORIZED TRAIL GRANT AGREEMENT ("Agreement") is entered into this ____ day of ____ 20____, by and between the State of Florida Department of Transportation, ("Department"), and CITY OF PANAMA CITY BEACH, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

RECITALS

- A. The Department is authorized under Section 339.81, Florida Statutes, to enter into this Agreement.
- B. The Florida Shared-Use Nonmotorized Trail Network is included in the Department's work program for the purposes of funding and maintaining projects within the network.
- C. The purpose of this Agreement is to provide for the Department's participation in the construction of a Multi-use Path, GAYLE'S TRAILS EAST FROM EAST OF HOLIDAY GOLF CLUB TO BREAKFAST POINT SUBDIVISION, as further described in **Exhibit "A", Scope of Services** ("Project"), state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed. The Project is or shall be a component of the Florida Shared-Use Nonmotorized Trail Network and it would be more practical, expeditious, and economical for the Recipient to perform the Project.
- D. The Recipient by Resolution No. 18-12 adopted on MARCH 29, 2018, a copy of which is attached hereto and made a part hereof as **Exhibit "E", Recipient Resolution**, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. **Incorporation of Recitals:** The recitals set forth above are true and correct and are incorporated into this Agreement.
- 2. **Term of Agreement:** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through MAY 20, 2020. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department. Unless terminated earlier, work on the Project shall commence no

[Type here]

CONSENT
 AGENDA ITEM # 2

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

later than: the N/A day of _____, 20 or within 30 days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

3. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
4. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Recipient's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
5. **Project Cost:**
 - a. The estimated total cost of the Project is \$904,716. This amount is based upon the schedule of funding in **Exhibit "B", Method of Compensation**. The schedule of funding may be modified by mutual agreement of the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$904,716 and as more fully described in **Exhibit "B", Method of Compensation**. The Parties agree that the Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of a supplemental agreement. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.
6. **Compensation and Payment:**
 - a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Scope of Services in **Exhibit "A"**, and as set forth in the Method of Compensation in **Exhibit "B"**.

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Project Number 440282-1-54-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Scope of Services. Any changes to the deliverables shall require written approval in advance by the Department.
- c. Invoices shall be submitted no more often than monthly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to reimbursements. The Department will identify the Department's Project Manager to the Recipient in writing.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under s. 334.044 (29), Florida Statutes. If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the retained amount during the next billing period. If the Recipient is unable to resolve the deficiency, the funds retained must be forfeited at the end of the Agreement's term.
- g. Recipients providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. In the event the Recipient proceeds with any phase of the Project utilizing its own forces, the Recipient will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall certify to Department that the Recipient's design consultant and/or construction contractor has secured the necessary permits. If the Recipient fails to provide such certification to Department by execution of agreement, the Department may, at its discretion, terminate this Agreement.
- c. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained.
- d. In the event the cost of the Project is greater than \$250,000.00 and the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement.
- e. The Recipient shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
- f. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Recipient will make best efforts to obtain the Department's input in its decisions.
- g. If this box is selected, then the following provision is incorporated into this Agreement:

A portion of the Project will be located on the Department's right-of-way and the Recipient shall be responsible for ensuring that the construction work under this

2

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Department standards and that the work is performed in accord with Exhibit "F", Terms and Conditions of Construction, attached to and incorporated into this Agreement.

8. Contracts of the Recipient

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act

9. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. The Recipient must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or exhibit past project experience in the last five years that are comparable in scale, composition, and overall quality of the site identified within the scope of services of this Project.
- b. Construction Engineering Inspection (CEI) services will be provided by the Recipient by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by the Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project.
- c. The Recipient understands that it is responsible for the preparation of all design plans for the Project. The Recipient shall hire a qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project.
- d. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department's Construction Project Manager, Joseph Mastro, at 850 767-4990 or from an appointed designee. Any work performed prior to the execution of this Agreement is not subject to reimbursement.

- e. The Recipient will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project.
- f. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes.
- g. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- h. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

10. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient has agreed by resolution to execute a Maintenance Memorandum of Agreement ("MMA") in which Recipient agrees to maintain the entire Project as depicted in the construction plans and specifications for the useful life of the Project, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. The Recipient shall execute the MMA concurrently with execution of this Agreement. The MMA is attached and incorporated into this Agreement as **Exhibit "G"**. The terms of the MMA, **Exhibit "G"**, shall survive the termination of this Agreement. The Parties acknowledge and agree that the design plans for the Project may not yet be finalized and are subject to review by the Department. Upon completion of the Project, the Parties shall amend the MMA to attach the latest version of the construction plans for the Project to the MMA in order to show the extent of the Project to be maintained.

11. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

2

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- a. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

12. Notices and Approvals:

- a. All notices (except invoices) pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses and the Agreement Administrators set forth below for the



STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

respective Parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

OLEN PETTIS _____
1074 HWY 90 CHIPLEY, FL. 32428 _____
PHONE: (850)330-1543 _____
FAX: _____
EMAIL: OLEN.PETTIS@DOT.STATE.FL.US _____

RECIPIENT:

MARIO GISBERT _____
110 SOUTH ARNOLD ROAD _____
PANAMA CITY BEACH, FL. 32413 _____
PHONE: (850)233-5100 _____
FAX: (850)233-5049 _____
EMAIL: MGISBERT@PCBGOV.COM _____

- b. All approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.



STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Recipient's contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity."

- b. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Recipient is a state agency or subdivision of the State of Florida and elects to self-perform the Project, then the Recipient may self-insure. If the Recipient is not a state agency or subdivision of the State of Florida or if the Recipient is a state agency or subdivision of the State of Florida that elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department to be made an Additional Insured as to such insurance.



STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible. Pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, you shall, in addition to the insurance coverage required pursuant to 7-13.2 above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 15.C above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have. The Railroad Protective Liability Coverage described above is not required if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 11.c above. This provision does not apply if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.

15. Miscellaneous:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- f. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- g. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- h. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- i. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.
- j. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

- k. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- l. The Recipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.
- m. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

16. Exhibits.

- a. Exhibits A, B, C, D, and E are attached to and incorporated into this Agreement.
- b. A portion or all of the Project will utilize the Department's right-of-way and therefore Exhibit F, Terms and Conditions of Construction, is attached and incorporated into this Agreement.

c. Exhibit List

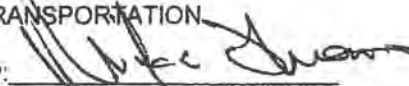
Exhibit A: Scope of Services
Exhibit B: Method of Compensation
Exhibit C: Engineer's Certification of Compliance
Exhibit D: State Financial Assistance (Florida Single Audi Act)
Exhibit E: Recipient Resolution
*Exhibit F: Terms and Conditions of Construction
Exhibit G: Maintenance Memorandum of Agreement

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT
TRANSPORTATION

By: 
Name: MIKE THOMAS
Title: MAYOR

STATE OF FLORIDA, DEPARTMENT OF

By: _____
Name: Jared Perdue, P.E
Title: D3 Director of Transportation Development

Title:

Legal Review:

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

**EXHIBIT A
SCOPE OF SERVICES**

This exhibit forms an integral part of the Florida Shared-Use Nonmotorized Trail Network Agreement between the State of Florida, Department of Transportation and CITY OF PANAMA CITY BEACH.

Project Description: GAYLE'S TRAILS EAST FROM EAST OF HOLIDAY GOLF CLUB TO BREAKFAST POINT SUBDIVISION

This project is to construct a 12' wide asphalt multi-use path which will also include boardwalks.

The following special requirements and conditions shall apply:
Construction Shall not commence until 100% final plans are reviewed and approved by the FDOT. At that time the Notice To Proceed will be issued.

CONSENT
AGENDA ITEM # _____

2

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

EXHIBIT B

Method of Compensation

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
02	STTF	2018	55.038	Florida Shared-Use Nonmotorized (SUN) Trail Program – Wheels on Road Fund	\$904,716	5
Total Award					\$904,716	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of State Financial Assistance (CSFA) (<https://apps.fldfs.com/fsaa/catalog.aspx>). The services/purposes for which the funds are to be used are included in the Agreement scope of services/work. Any match required by the recipient is clearly indicated in the Agreement



STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL PROGRAM
GRANT AGREEMENT

Between

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and CITY OF PANAMA CITY BEACH

PROJECT DESCRIPTION: GAYLE'S TRAILS EAST FROM EAST OF HOLIDAY GOLF CLUB TO BREAKFAST POINT
SUBDIVISION

FINANCIAL MANAGEMENT ID# 440282-1-54-01 _____

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

EXHIBIT D

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation

State Project Title: FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL NETWORK PROGRAM

CSFA Number: 55.038

***Award Amount:** \$904,716

*The award amount may change with supplemental agreements.

Specific project information for CSFA Number 55.038 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.038 are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

EXHIBIT E

AGENCY RESOLUTION

PLEASE SEE ATTACHED

CONSENT
AGENDA ITEM # _____

2

RESOLUTION 18-72

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE APPROPRIATE OFFICE(S) OF THE CITY TO EXECUTE AND DELIVER AN AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RELATED TO THE ACCEPTANCE OF \$904,716 FOR THE CONSTRUCTION OF GAYLE'S TRAILS BETWEEN COLONY CLUB AND BREAKFAST POINT; AUTHORIZING A BUDGET AMENDMENT FOR THE PROJECT; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of Panama City Beach that:

1. The appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Florida Shared-Use Nonmotorized Grant Agreement between the City and the State of Florida Department of Transportation, relating to the acceptance and use of \$904,716 to fund the construction of Gayle's Trails from east of Holiday Golf Club to Breakfast Point Subdivision, in substantially the form attached as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution of such Agreement shall be conclusive evidence of such approval.
2. The following budget amendment (#16) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2017, and ending September 30, 2018, as shown in and in accordance with the attached and incorporated Exhibit B.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 22nd day of March, 2018.

CITY OF PANAMA CITY BEACH

By: 

Mike Thomas, Mayor

ATTEST:


Jo Smith, City Clerk

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

Financial Project No: <u>440282-1-54-01</u>	Contract No. <u>G0U25</u>	Vendor No.: <u>F596045116012</u>	CSFA No. and Title: <u>55.038</u> Florida Shared-Use Nonmotorized (SUN) Trail Network Program
--	---------------------------	-------------------------------------	---

THIS FLORIDA SHARED-USE NONMOTORIZED TRAIL GRANT AGREEMENT ("Agreement") is entered into this ____ day of ____ 20____, by and between the State of Florida Department of Transportation, ("Department"), and CITY OF PANAMA CITY BEACH, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

RECITALS

- A. The Department is authorized under Section 339.81, Florida Statutes, to enter into this Agreement.
- B. The Florida Shared-Use Nonmotorized Trail Network is included in the Department's work program for the purposes of funding and maintaining projects within the network.
- C. The purpose of this Agreement is to provide for the Department's participation in the construction of a Multi-use Path, GAYLE'S TRAILS EAST FROM EAST OF HOLIDAY GOLF CLUB TO BREAKFAST POINT SUBDIVISION, as further described in Exhibit "A", **Scope of Services** ("Project"), state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed. The Project is or shall be a component of the Florida Shared-Use Nonmotorized Trail Network and it would be more practical, expeditious, and economical for the Recipient to perform the Project.
- D. The Recipient by Resolution No. ____ adopted on ____, 20____, a copy of which is attached hereto and made a part hereof as Exhibit "E", **Recipient Resolution**, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. **Incorporation of Recitals:** The recitals set forth above are true and correct and are incorporated into this Agreement.
- 2. **Term of Agreement:** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through MAY 20, 2020. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department. Unless terminated earlier, work on the Project shall commence no

[Type here]

Exhibit A
 CONSENT
 AGENDA ITEM # 2

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

later than: the N/A day of _____, 20 or within 30 days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

3. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
4. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Recipient's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
5. **Project Cost:**
 - a. The estimated total cost of the Project is \$904,716. This amount is based upon the schedule of funding in Exhibit "B", Method of Compensation. The schedule of funding may be modified by mutual agreement of the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$904,716 and as more fully described in Exhibit "B", Method of Compensation. The Parties agree that the Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of a supplemental agreement. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.
6. **Compensation and Payment:**
 - a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Scope of Services in Exhibit "A", and as set forth in the Method of Compensation in Exhibit "B".

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Project Number 440282-1-54-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A", Scope of Services. Any changes to the deliverables shall require written approval in advance by the Department.
- c. Invoices shall be submitted no more often than monthly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to reimbursements. The Department will identify the Department's Project Manager to the Recipient in writing.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" has been met.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under s. 334.044 (29), Florida Statutes. If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the retained amount during the next billing period. If the Recipient is unable to resolve the deficiency, the funds retained must be forfeited at the end of the Agreement's term.
- g. Recipients providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to *Section 55.03(1), F.S.*, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. In the event the Recipient proceeds with any phase of the Project utilizing its own forces, the Recipient will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall certify to Department that the Recipient's design consultant and/or construction contractor has secured the necessary permits. If the Recipient fails to provide such certification to Department by execution of agreement, the Department may, at its discretion, terminate this Agreement.
- c. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained.
- d. In the event the cost of the Project is greater than \$250,000.00 and the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement.
- e. The Recipient shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
- f. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Recipient will make best efforts to obtain the Department's input in its decisions.
- g. If this box is selected, then the following provision is incorporated into this Agreement:

A portion of the Project will be located on the Department's right-of-way and the Recipient shall be responsible for ensuring that the construction work under this

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Department standards and that the work is performed in accord with Exhibit "F", Terms and Conditions of Construction, attached to and incorporated into this Agreement.

8. Contracts of the Recipient

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act

9. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. The Recipient must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or exhibit past project experience in the last five years that are comparable in scale, composition, and overall quality of the site identified within the scope of services of this Project.
- b. Construction Engineering Inspection (CEI) services will be provided by the Recipient by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by the Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project.
- c. The Recipient understands that it is responsible for the preparation of all design plans for the Project. The Recipient shall hire a qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project.
- d. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department's Construction Project Manager, Joseph Mastro, at 850 767-4990 or from an appointed designee. Any work performed prior to the execution of this Agreement is not subject to reimbursement.

- e. The Recipient will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project.
 - f. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes.
 - g. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
 - h. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
10. **Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:
- a. The Recipient has agreed by resolution to execute a Maintenance Memorandum of Agreement ("MMOA") in which Recipient agrees to maintain the entire Project as depicted in the construction plans and specifications for the useful life of the Project, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. The Recipient shall execute the MMOA concurrently with execution of this Agreement. The MMOA is attached and incorporated into this Agreement as **Exhibit "G"**. The terms of the MMOA, **Exhibit "G"**, shall survive the termination of this Agreement. The Parties acknowledge and agree that the design plans for the Project may not yet be finalized and are subject to review by the Department. Upon completion of the Project, the Parties shall amend the MMOA to attach the latest version of the construction plans for the Project to the MMOA in order to show the extent of the Project to be maintained.
11. **State Single Audit:** The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.
- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

12. Notices and Approvals:

- a. All notices (except invoices) pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses and the Agreement Administrators set forth below for the

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

respective Parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

OLEN PETTIS _____
1074 HWY 90 CHIPLEY, FL. 32428 _____
PHONE: (850)330-1543 _____
FAX: _____
EMAIL: OLEN.PETTIS@DOT.STATE.FL.US _____

RECIPIENT:

MARIO GISBERT _____
110 SOUTH ARNOLD ROAD _____
PANAMA CITY BEACH, FL. 32413 _____
PHONE: (850)233-5100 _____
FAX: (850)233-5049 _____
EMAIL: MGISBERT@PCBGOV.COM _____

- b. All approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Recipient's contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity."

- b. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subcontracting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Recipient is a state agency or subdivision of the State of Florida and elects to self-perform the Project, then the Recipient may self-insure. If the Recipient is not a state agency or subdivision of the State of Florida or if the Recipient is a state agency or subdivision of the State of Florida that elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department to be made an Additional Insured as to such insurance.

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible. Pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, you shall, in addition to the insurance coverage required pursuant to 7-13.2 above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 15.C above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have. The Railroad Protective Liability Coverage described above is not required if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 11.c above. This provision does not apply if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.

15. Miscellaneous:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- f. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- g. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- h. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- i. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.
- j. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

- k. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- l. The Recipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.
- m. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

16. Exhibits.

- a. Exhibits A, B, C, D, and E are attached to and incorporated into this Agreement.
- b. A portion or all of the Project will utilize the Department's right-of-way and therefore Exhibit F, Terms and Conditions of Construction, is attached and incorporated into this Agreement.
- c. **Exhibit List**
 - Exhibit A: Scope of Services
 - Exhibit B: Method of Compensation
 - Exhibit C: Engineer's Certification of Compliance
 - Exhibit D: State Financial Assistance (Florida Single Audi Act)
 - Exhibit E: Recipient Resolution
 - *Exhibit F: Terms and Conditions of Construction
 - Exhibit G: Maintenance Memorandum of Agreement

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT
TRANSPORTATION

STATE OF FLORIDA, DEPARTMENT OF

By: _____
Name:
Title:

By: _____
Name: Jared Perdue, P.E.
Title: D3 Director of Transportation Development

Title:

Legal Review:

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

**EXHIBIT A
SCOPE OF SERVICES**

This exhibit forms an integral part of the Florida Shared-Use Nonmotorized Trail Network Agreement between the State of Florida, Department of Transportation and CITY OF PANAMA CITY BEACH.

Project Description: GAYLE'S TRAILS EAST FROM EAST OF HOLIDAY GOLF CLUB TO BREAKFAST POINT SUBDIVISION

This project is to construct a 12' wide asphalt multi-use path which will also include boardwalks.

The following special requirements and conditions shall apply:

Construction Shall not commence until 100% final plans are reviewed and approved by the FDOT. At that time the Notice To Proceed will be issued.

CONSENT
AGENDA ITEM # 2

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

EXHIBIT B

Method of Compensation

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
02	STTF	2018	55.038	Florida Shared-Use Nonmotorized (SUN) Trail Program – Wheels on Road Fund	\$904,716	5
Total Award					\$904,716	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Agreement scope of services/work. Any match required by the recipient is clearly indicated in the Agreement

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL PROGRAM
GRANT AGREEMENT

Between

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and CITY OF PANAMA CITY BEACH

PROJECT DESCRIPTION: GAYLE'S TRAILS EAST FROM EAST OF HOLIDAY GOLF CLUB TO BREAKFAST POINT
SUBDIVISION

FINANCIAL MANAGEMENT ID# 440282-1-54-01 _____

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

2

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

EXHIBIT D

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation

State Project Title: FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL NETWORK PROGRAM

CSFA Number: 55.038

***Award Amount:** \$904,716

*The award amount may change with supplemental agreements.

Specific project information for CSFA Number 55.038 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.038 are provided at <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

EXHIBIT E

AGENCY RESOLUTION

PLEASE SEE ATTACHED

v

CONSENT
AGENDA ITEM # 2

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

EXHIBIT F

CONSTRUCTION TERMS AND CONDITIONS

The provisions contained in this Exhibit "F" apply to any and all portions of the Project that are constructed on the Department's right-of-way.

1. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Department Plans Preparation Manual ("PPM") Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book") and the Department Traffic Engineering Manual. The Recipient will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Recipient shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
2. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Joseph Mastro (850)-767-4990
3. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
4. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
5. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
6. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to chapter 163, Florida Statutes.

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

7. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, Department RIGHT-OF-WAY.
8. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
9. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
10. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.
11. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
12. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
13. The Recipient will be required to maintain the Project at least until final acceptance by the Department and the Recipient shall be obligated to maintain the Project beyond final acceptance in accordance with this Agreement and a Maintenance Memorandum of Agreement between the Department and Recipient. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
14. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.

15. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
16. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Planning and Environmental Management Office (PL&EM) must be contacted immediately at 954-777-4601.
17. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

~~18. Restricted hours of operation will be from (NA), unless otherwise approved by the Operations Engineer, or designee.~~

~~19. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:~~

Ian Satter
Public Information Director
Florida Department of Transportation
District Three
ian.satter@dot.state.fl.us
(850) 330-1205

~~Note: (Confirm information above for District)~~

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

EXHIBIT G

MAINTENANCE MEMORANDRUM OF AGREEMENT

Maintenance MOA Language for Off-system Multi-Use Trail Project

1. The LOCAL GOVERNMENT acknowledges that the DEPARTMENT will require the LOCAL GOVERNMENT to maintain the entire Multi-Use Trail Project, as depicted in the Construction Plans and Specifications of F.P.I.D. # 440282-1-54-01, for the useful life of the Multi-Use Trail Project, according to the DEPARTMENT standards, which include, but are not limited to, the Americans with Disabilities Act, Design Standards, and the Standard Specifications, and as amended from time to time.
2. Maintenance items to be maintained by the LOCAL GOVERNMENT shall include, but not be limited to: vegetation management, ornamental landscaping, trail heads, bathroom facilities, parking facilities, repair of slopes/erosion, removal of graffiti, boardwalks, gravity walls, sea walls, traffic barriers, railings, guardrail, signing, pavement markings, pedestrian/bicycle signals, lighting, benches, litter receptacles, aesthetic features, and all other features of the Multi-Use Trail Project. The LOCAL GOVERNMENT shall maintain pavement surfaces free from residue accumulation, algae, vegetation, and other slip or trip hazards. The LOCAL GOVERNMENT shall trim landscaping, mow, sweep, edge and provide weed control along the Multi-Use Trail Project corridor from R/W line to R/W line from East of Holiday Golf Club to Breakfast Point Subdivision. The LOCAL GOVERNMENT shall ensure the safety of the Public by repairing slope erosion and maintaining signs, sign poles, striping, pavement symbols, traffic markings, detectable warning surfaces, pavers, crosswalks, bollards, delineators, walls, railings, barriers, guardrail, lighting, pedestrian/bicycle signals and any other safety features within the Multi-Use Trail Project corridor in accordance with DEPARTMENT standards. The LOCAL GOVERNMENT shall maintain paint on railings, sign poles, structures, etc. within the Multi-use Trail Project corridor. Repairs to any Multi-Use Trail Project structural or safety feature shall be in kind and to DEPARTMENT standards. The LOCAL GOVERNMENT shall maintain all landscaping to DEPARTMENT standards or higher and all irrigation systems in good operational condition. The LOCAL GOVERNMENT shall maintain and repair the Multi-Use Trail Project at its sole cost and expense, in a good and workmanlike manner, and with reasonable care.
3. The Parties acknowledge and agree that the design plans for the Multi-Use Trail Project may not yet be finalized and are subject to review by the Department. Upon completion of the Multi-Use Trail Project, the Parties shall amend this Agreement to attach the latest version of the construction plans for the Multi-Use Project to this Agreement in order to show the extent of the Multi-Use Trail Project to be maintained by Recipient. The Recipient approves and delegates to Name, Title, the authority to enter into an amendment of this Agreement to attach the latest version of the construction plans as described above. No further Board or Council action shall be required to amend this Agreement for the sole purpose of incorporating the latest construction plans.
4. The LOCAL GOVERNMENT shall pay utility bills for lighting, signals, and irrigation associated with the Multi-Use Trail Project.

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

5. The LOCAL GOVERNMENT shall conduct an annual inspection of the Multi-Use Trail Project to ensure that any and all safety deficiencies are addressed.
6. When the Multi-Use Trail Project is at the end of its useful life, the LOCAL GOVERNMENT shall prioritize the Replacement or Reconstruction of the Multi-Use Trail Project as if it was a new Project.
7. If at any time the LOCAL GOVERNMENT has not performed the maintenance responsibility on the Multi-Use Trail Project in accordance with this Agreement, the DEPARTMENT shall have the option of (a) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that it be corrected within a specified time; or (b) the DEPARTMENT may perform the necessary maintenance at the LOCAL GOVERNMENT'S sole cost and expense, and send an invoice to the LOCAL GOVERNMENT, equal to the cost incurred by the DEPARTMENT for such maintenance. Any action taken by the DEPARTMENT does not relieve any obligation of the LOCAL GOVERNMENT under the terms and conditions of this Agreement. Failure to perform maintenance of the Multi-Use Trail Project in accordance with this Agreement may impact DEPARTMENT funding participation in future LOCAL GOVERNMENT projects.
8. The DEPARTMENT may require the LOCAL GOVERNMENT to remove the Multi-Use Trail Project in whole or in part and restore the property to the condition that existed immediately prior to the effective date of this Agreement if the DEPARTMENT determines: (a) the Multi-Use Trail Project or project feature is not constructed or maintained in accordance with Section 1. of this Agreement; or (b) the LOCAL GOVERNMENT breaches a material provision (as determined by the DEPARTMENT) of this Agreement. Removal and restoration shall be completed by the LOCAL GOVERNMENT within _____ days of the DEPARTMENT'S written notice, or such time as the DEPARTMENT and the LOCAL GOVERNMENT mutually agree in writing. Removal and restoration shall be completed by the LOCAL GOVERNMENT in accordance with DEPARTMENT standards. Should the LOCAL GOVERNMENT fail to complete the removal and restoration work, the DEPARTMENT may complete the removal and restoration at the LOCAL GOVERNMENT'S sole cost and expense and send an invoice to the LOCAL GOVERNMENT, equal to the cost incurred by the DEPARTMENT for such removal and restoration.
9. This Agreement may be terminated under either of the following conditions: (a) by the DEPARTMENT, if the LOCAL GOVERNMENT fails to perform its duties under this Agreement, following ten (10) days written notice; or (b) by the DEPARTMENT, for refusal by the LOCAL GOVERNMENT to allow public access to public records subject to the provisions of Chapter 119, Florida Statutes.

x

CONSENT
AGENDA ITEM # 2

**CITY OF PANAMA CITY BEACH
BUDGET TRANSFER FORM BF-10**

No. BA # 16

FUND	General ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-7201-572.65-60	Construction-in-Progress	200,000.00	904,716.00	1,104,716.00
TO	001-0000-334.49-15	State Grants FL DOT Multiuse Path	0.00	(904,716.00)	(904,716.00)
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
		Check Adjustment Totals:	200,000.00	0.00	200,000.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To recognize DOT grant funds for the construction of a multiuse trail and to appropriate such funds for the construction of such trail; costs in excess of the DOT grant amount will be borne by the City and funded with recreation impact fees; City costs were estimated at \$200,000 in the original FY 2018 budget adopted by the Council

ROUTING FOR APPROVAL

_____ DEPARTMENT HEAD _____ DATE

_____ CITY MANAGER _____ DATE

_____ FINANCE DIRECTOR _____ DATE

2
CONSENT
AGENDA ITEM # _____

Exhibit B

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

EXHIBIT F

CONSTRUCTION TERMS AND CONDITIONS

The provisions contained in this Exhibit "F" apply to any and all portions of the Project that are constructed on the Department's right-of-way.

1. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Department Plans Preparation Manual ("PPM") Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book") and the Department Traffic Engineering Manual. The Recipient will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Recipient shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
2. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is **Joseph Mastro (850)-767-4990**.
3. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
4. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
5. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
6. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to chapter 163, Florida Statutes.

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

7. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, Department RIGHT-OF-WAY.
8. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
9. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
10. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.
11. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
12. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
13. The Recipient will be required to maintain the Project at least until final acceptance by the Department and the Recipient shall be obligated to maintain the Project beyond final acceptance in accordance with this Agreement and a Maintenance Memorandum of Agreement between the Department and Recipient. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
14. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient 's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.

15. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
16. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Planning and Environmental Management Office (PL&EM) must be contacted immediately at 954-777-4601.
17. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
18. Restricted hours of operation will be from , (N/A), unless otherwise approved by the Operations Engineer, or designee.
19. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Jan Satter
Public Information Director
Florida Department of Transportation
District Three
ian.satter@dot.state.fl.us
(850) 330-1205

Note: (Confirm information above for District)

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

EXHIBIT G

MAINTENANCE MEMORANDRUM OF AGREEMENT

Maintenance MOA Language for Off-system Multi-Use Trail Project

1. The LOCAL GOVERNMENT acknowledges that the DEPARTMENT will require the LOCAL GOVERNMENT to maintain the entire Multi-Use Trail Project, as depicted in the Construction Plans and Specifications of F.P.I.D. # 440282-1-54-01, for the useful life of the Multi-Use Trail Project, according to the DEPARTMENT standards, which include, but are not limited to, the Americans with Disabilities Act, Design Standards, and the Standard Specifications, and as amended from time to time.
2. Maintenance items to be maintained by the LOCAL GOVERNMENT shall include, but not be limited to: vegetation management, ornamental landscaping, trail heads, bathroom facilities, parking facilities, repair of slopes/erosion, removal of graffiti, boardwalks, gravity walls, sea walls, traffic barriers, railings, guardrail, signing, pavement markings, pedestrian/bicycle signals, lighting, benches, litter receptacles, aesthetic features, and all other features of the Multi-Use Trail Project. The LOCAL GOVERNMENT shall maintain pavement surfaces free from residue accumulation, algae, vegetation, and other slip or trip hazards. The LOCAL GOVERNMENT shall trim landscaping, mow, sweep, edge and provide weed control along the Multi-Use Trail Project corridor from R/W line to R/W line from East of Holiday Golf Club to Breakfast Point Subdivision. The LOCAL GOVERNMENT shall ensure the safety of the Public by repairing slope erosion and maintaining signs, sign poles, striping, pavement symbols, traffic markings, detectable warning surfaces, pavers, crosswalks, bollards, delineators, walls, railings, barriers, guardrail, lighting, pedestrian/bicycle signals and any other safety features within the Multi-Use Trail Project corridor in accordance with DEPARTMENT standards. The LOCAL GOVERNMENT shall maintain paint on railings, sign poles, structures, etc. within the Multi-use Trail Project corridor. Repairs to any Multi-Use Trail Project structural or safety feature shall be in kind and to DEPARTMENT standards. The LOCAL GOVERNMENT shall maintain all landscaping to DEPARTMENT standards or higher and all irrigation systems in good operational condition. The LOCAL GOVERNMENT shall maintain and repair the Multi-Use Trail Project at its sole cost and expense, in a good and workmanlike manner, and with reasonable care.
3. The Parties acknowledge and agree that the design plans for the Multi-Use Trail Project may not yet be finalized and are subject to review by the Department. Upon completion of the Multi-Use Trail Project, the Parties shall amend this Agreement to attach the latest version of the construction plans for the Multi-Use Project to this Agreement in order to show the extent of the Multi-Use Trail Project to be maintained by Recipient. The Recipient approves and delegates to the City Manager, the authority to enter into an amendment of this Agreement to attach the latest version of the construction plans as described above. No further Board or Council action shall be required to amend this Agreement for the sole purpose of incorporating the latest construction plans.
4. The LOCAL GOVERNMENT shall pay utility bills for lighting, signals, and irrigation associated with the Multi-Use Trail Project.

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

5. The LOCAL GOVERNMENT shall conduct an annual inspection of the Multi-Use Trail Project to ensure that any and all safety deficiencies are addressed.
6. When the Multi-Use Trail Project is at the end of its useful life, the LOCAL GOVERNMENT shall prioritize the Replacement or Reconstruction of the Multi-Use Trail Project as if it was a new Project.
7. If at any time the LOCAL GOVERNMENT has not performed the maintenance responsibility on the Multi-Use Trail Project in accordance with this Agreement, the DEPARTMENT shall have the option of (a) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that it be corrected within a specified time; or (b) the DEPARTMENT may perform the necessary maintenance at the LOCAL GOVERNMENT'S sole cost and expense, and send an invoice to the LOCAL GOVERNMENT, equal to the cost incurred by the DEPARTMENT for such maintenance. Any action taken by the DEPARTMENT does not relieve any obligation of the LOCAL GOVERNMENT under the terms and conditions of this Agreement. Failure to perform maintenance of the Multi-Use Trail Project in accordance with this Agreement may impact DEPARTMENT funding participation in future LOCAL GOVERNMENT projects.
8. The DEPARTMENT may require the LOCAL GOVERNMENT to remove the Multi-Use Trail Project in whole or in part and restore the property to the condition that existed immediately prior to the effective date of this Agreement if the DEPARTMENT determines: (a) the Multi-Use Trail Project or project feature is not constructed or maintained in accordance with Section 1. of this Agreement; or (b) the LOCAL GOVERNMENT breaches a material provision (as determined by the DEPARTMENT) of this Agreement. Removal and restoration shall be completed by the LOCAL GOVERNMENT within 90 days of the DEPARTMENT'S written notice, or such time as the DEPARTMENT and the LOCAL GOVERNMENT mutually agree in writing. Removal and restoration shall be completed by the LOCAL GOVERNMENT in accordance with DEPARTMENT standards. Should the LOCAL GOVERNMENT fail to complete the removal and restoration work, the DEPARTMENT may complete the removal and restoration at the LOCAL GOVERNMENT'S sole cost and expense and send an invoice to the LOCAL GOVERNMENT, equal to the cost incurred by the DEPARTMENT for such removal and restoration.
9. This Agreement may be terminated under either of the following conditions: (a) by the DEPARTMENT, if the LOCAL GOVERNMENT fails to perform its duties under this Agreement, following ten (10) days written notice; or (b) by the DEPARTMENT, for refusal by the LOCAL GOVERNMENT to allow public access to public records subject to the provisions of Chapter 119, Florida Statutes.

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

RECIPIENT

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: Jared Perdue, P.E
Title: D3 Director of Transportation Development

Legal Review:

By: _____
Name: _____

CONSENT
ITEM 3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

May 10, 2018

3. REQUESTED MOTION/ACTION:

Approve the annual task order with Tetra Tech, Inc. for biological monitoring at Conservation Park in the amount of \$110,420.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

The City Wastewater Treatment Plant (WWTP) on Gulf Boulevard ceased all discharges of treated effluent to West Bay on May 28, 2011 when the new 2,900 acre receiving wetland project (Conservation Park) became operational. The City's wastewater treatment facility permit with the Florida Department of Environmental Protection (FDEP) requires extensive quarterly hydrologic and environmental monitoring of the wetland site in addition to the routine water quality sampling performed by City staff. This monitoring effort provides the City, and FDEP, information needed to evaluate any long-term changes that may occur to the wetland ecosystem.

In addition, both the FDEP and the US Army Corps of Engineers (USACoE) require biological monitoring of several areas within the park identified to be mitigation areas. The City is required to restore native habitat in order to address wetland impacts that occurred during construction of the effluent discharge project. Approximately 55% of this task order expense is related to routine WWTP operating permit monitoring, 35% is for the wetland mitigation monitoring and the balance is for evaluating alternative mitigation options.

Staff requested and has received a proposed Task Order Number 7 for work under the existing Master Services Agreement (MSA) with the City's wetland engineering consultant, Tetra Tech, Inc., to perform certain monitoring and reporting tasks required for next year that are outside of staff's capabilities. A copy is attached for your review as Attachment A to the MSA. Fees in the Task Order total \$110,420 to complete activities required during the next 12 months. Monitoring quarter number two requires the most man-hours as it includes preparation of the required "Annual Wetlands Monitoring Summary Report" for submission to FDEP.

This is a planned expenditure and funds are available in the Utility Wastewater budget.

CONSENT
AGENDA ITEM #

2

RESOLUTION 18-90

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING APPROVAL OF AN AGREEMENT WITH TETRA TECH, INC. FOR HYDROLOGIC AND ENVIRONMENTAL MONITORING OF THE CONSERVATION PARK, IN THE AMOUNT OF \$110,420; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Task Order #7 to the Master Services Agreement between the City and Tetra Tech, Inc. for Major Wastewater Engineering services dated December 29, 2013, relating to Conservation Park hydrologic and environmental monitoring, in the basic amount of One Hundred Ten Thousand Four Hundred Twenty Dollars (\$110,420) , in substantially the terms set forth in the Scope of Services attached and presented to the Council today, draft dated April 16, 2018, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of _____, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

Resolution 18-90
CONSENT
AGENDA ITEM # 3

EXHIBIT B
COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 7

DATE: May 10, 2018

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND TETRA TECH, INC. RELATING TO MAJOR WASTEWATER ENGINEERING SERVICES dated December 29, 2013, (the Agreement), the terms, conditions and definitions of, which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to **Conservation Park Biological Monitoring – 2018**.

Engineer's total compensation shall be (check one):

a stipulated sum of **\$110,420**; or
 a stipulated sum of \$ _____ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,
Allowance of \$ _____ for _____, and
Allowance of \$ _____ for _____; or
 a fee determined on a time-involved basis with a maximum cost of \$ _____;

Work shall begin on May 11 2018, and shall be completed within one calendar year. The date of completion of all work is therefore May 10, 2019. Liquidated delay damages, if any, are set at the rate of \$0 per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

Upon execution of this task order by both Engineer and City, Engineer is directed to proceed.

IN WITNESS WHEREOF the parties have caused these presents to be executed in their names on the date shown.

Witness:

TETRA TECH, INC.

By: _____ Date: _____
Its:

CITY OF PANAMA CITY BEACH, FL.

ATTEST:

By: _____ Date: _____
City Manager

City Clerk

CONSENT
AGENDA ITEM # _____

2



**ATTACHMENT A – SCOPE OF SERVICES
UNDER**

**MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND TETRA TECH, INC.,
RELATING TO MAJOR WASTEWATER ENGINEERING SERVICES DATED DECEMBER 29, 2013**

CONSULTANT

CLIENT

Name	<u>Tetra Tech, Inc.</u>	<u>City of Panama City Beach, Florida</u>
Street Address	<u>61 St. Joseph Street, Suite 550</u>	<u>110 South Arnold Road</u>
City, State, Zip	<u>Mobile, Alabama 36602</u>	<u>Panama City Beach, Florida 32413</u>
Contact Person	<u>Michael B. Bomar, P.E.</u>	<u>Al Shortt, P.E.</u>
Telephone	<u>850.240.0436</u>	<u>850.233.5054</u>
Fax	<u></u>	<u>850.233.5116</u>
E-Mail	<u>michael.bomar@tetratech.com</u>	<u>ashortt@pcbqov.com</u>

Date Work Order Prepared: April 16, 2018

Project Identification: Name: Conservation Park Biological Monitoring – FY 18

Tt Project No: **Location:** Panama City Beach, Florida

SCOPE OF WORK

Consultant shall provide biological monitoring and reporting services as required by the Florida Department of Environmental Protection (FDEP) and the U.S. Army Corps of Engineers (USACE) for the Client's 3,000 acre Conservation Park (Park) for fiscal year 2018. The Park is the permitted receiving wetland for the Client's reclaimed water. The intent of this scope of work is to assist the Client in meeting the conditions of FDEP and USACE permits for the receiving wetland use of the Park. This scope is intended to address specific conditions in FDEP Wetland Permit 03-231981-003-DF, FDEP Wastewater Permit FL0021512, and USACE Permit SAJ-2006-1857 (IP-DEB). The work shall cover Tasks I and II four sampling events – Quarters 1-4 in 2018, Semi-Annual Monitoring, Annual Reporting, and site inspections with regulatory staff, as well as address mitigation success/failure in Task III.

Conduct 2018 Wetland Quarterly Monitoring, Sampling, and Reporting:

Task I. Conduct Quarterly USACE Monitoring and Reporting, as well as Quarterly FDEP Monitoring:

Consultant shall conduct the quarterly monitoring field activities and subsequent preparation of reports based on such field activities required by the USACE and the FDEP. This will include the belt transects for herbaceous vegetation, belt transects for woody vegetation, threatened and endangered (T&E) species transects, and fish sampling stations. The required monitoring and reporting at the fourteen Discharge Distribution Sites will also be performed by the Consultant.

Information collected and prepared by the Consultant will be provided in tabular format to the Client for the Client's submission to the FDEP with other quarterly monitoring information prepared by others. The Consultant shall provide this information to the Client on or before the agreed upon dates identified by the Client.

Consultant shall also prepare a Draft "2018 Annual Wetlands Monitoring Summary Report" for the Client's review that satisfies the permit conditions in the referenced permit. The Consultant will provide a Draft Report in electronic format to the Client for review and comment. Upon receiving the Client's comments and reviewing the comments with the Client, the Consultant shall prepare the required number of copies of a Final "2018 Annual Wetlands Monitoring Summary Report" and submit on the Client's behalf to the FDEP by the required date.

The Consultant shall process the quarterly transect monitoring data for incorporation into the USACE 2018 Annual Monitoring Report to include wetland mitigation area semi-annual monitoring data/reporting as

CONSENT
AGENDA ITEM # 3



outlined in Task II below.

The following itemized breakdown summarizes the Consultant's work for the USACE and FDEP quarterly monitoring and reporting:

- A. Per conditions of FDEP Wastewater Permit (FL0021512, as revised on December 5, 2013)
 - 1. Monitoring of 4 previously established belt transects for herbaceous vegetation (quarterly)
 - 2. Monitoring of 4 previously established belt transects for woody vegetation (annually in Quarter 3)
 - 3. Monitoring of 4 1000-foot T&E transects (annually in Quarter 3)
 - 4. Monitoring of 4 fish sampling stations (annually in Quarter 2 or 3, depending upon conditions)
 - 5. Draft and submit Quarterly "DMR" data tables to the Client (per schedule provided by Kevin Aclin)
 - 6. Draft the "2018 Annual Wetlands Monitoring Summary Report", per permit conditions I.E.1-9, for submittal to Client, for review and comment. The final report is due to the FDEP by June 28, 2018.

- B. Per conditions of USACE Permit SJA 2006-1857 (IP-DEB)
 - 1. Monitoring of all 9 previously established 50m transects at Discharge Distributions Sites. (semi-annually)
 - 2. Process (quarterly) the 50m transect monitoring data for incorporation into USACE Annual Monitoring Report to include wetland mitigation area semi-annual monitoring data/reporting as outlined in Task II below):

Task II. Conduct Semi-Annual Monitoring and Annual Reporting for the Wetland Mitigation Area (269 acres, four 50m transects and Walk Paths):

Consultant will perform semi-annual monitoring and annual reporting services related to the Client's wetland mitigation area as required to satisfy the first two quarterly sampling events and to close out the monitoring of the wetland mitigation area. The wetland mitigation area includes 269 acres within the Park, which the Client is required to perform mitigation services that include slash pine tree thinning and prescribed burning. There are four 50 meter long transects where specific monitoring is required on a quarterly basis and walking paths that require monitoring on an annual basis. The four 50 meter transects were previously permitted and accepted by the FDEP and USACE that the Consultant will monitor and the walking paths are constructed walking paths.

Consultant shall also prepare a Draft 2018 Annual Monitoring Report covering the conditions required by the USACE and a Draft 2018 Annual Monitoring Report covering the FDEP's permit conditions. Both Draft 2018 Annual Monitoring Reports will be provided to the Client for review and comment prior to submitting to either regulatory agency.

The following itemized breakdown summarizes the Consultant's work for the monitoring and reporting related to the 269 acre wetland mitigation area per conditions of FDEP Wetland Resource Permit (03-231981-003-DF) and USACE Permit SJA 2006-1857 (IP-DEB):

- A. Monitoring (semi-annual) of 4 previously established 50m transects
- B. Monitoring (annual) of Walk Paths within the wetland mitigation area
- C. Draft 2018 Annual Monitoring Report for submittal to the USACE (due within 60 days of completion of second semi-annual monitoring event)
- D. Draft 2018 Annual Monitoring Report for submittal to the FDEP

There is a chance that the third and fourth quarter sampling event's scopes of work may be modified, but this will be unknown until completion of Task III.

Deliverables

- Four FDEP Wetland Quarterly Monitoring Data Tables (to be submitted to the Client, per quarterly submittal schedule provided by Kevin Aclin via email to M. Bomar and P. Johnson on January 17, 2015)
- One FDEP Annual Wetlands Monitoring Summary Report (due June 28, 2018, to FDEP)
- One USACE Annual Monitoring Report
- One FDEP Annual Monitoring Report (due to FDEP by October 31 each year)

Period of Performance – January 1, 2018 to December 31, 2018

3



Task III. Assess On-Site Mitigation Areas for Enhancement

In regards to the FEDP Wetland Permit No. 03-231981-003-DF mitigation success/failure, and if needed based on discussions with FDEP concerning areas in the vicinity of BH-4 and BH-5, Consultant shall quantify the acreage and location of mitigation deemed successful, and the acreage and location of the acreage that has not met success. Based on this, the Consultant will develop an alternate mitigation plan to be submitted. Consultant shall quantify additional mitigation acreage because the area of open water continues to expand. The following outlines the Consultant's work for this task:

- A. Submit an alternative mitigation plan to the FDEP for review and approval
 - 1. Contents of the alternative mitigation plan: The plan shall analyze why a particular mitigation site is not clearly trending towards success and propose actions for success.
 - 2. Implementation schedule: As part of the alternative mitigation plan, Consultant shall propose a schedule for implementation and completion of all of the provisions of the alternative mitigation plan.
 - 3. Prepare a long term obligation agreement for the Client's review and use with FDEP
 - 4. Pursuant to FAC Rule 62-312.320(3), the Client will provide the required \$500 mitigation fee.

As part of the alternative mitigation plan, Consultant will indicate the areas that have met success and no longer need monitoring, and propose mitigation to offset the area that is not successful. Once this is submitted and approved, monitoring will no longer be required for the areas deemed successful and only conditions associated with the modification will remain.

FDEP and USACE will need to make a site visit to approve these areas and most likely will require additional monitoring via 50 meter transects as performed for other enhancement areas. Monitoring for the additional transects is excluded from this task order.

Quarterly Breakdown (Tasks by Quarter):

Quarter 1 (January-March):

- Task I.A.1
- Task I.A.5
- Task I.B.1
- Task I.B.2
- Task II.A

Quarter 2 (April-June):

- Task I.A.1
- Task I.A.4
- Task I.A.5
- Task I.A.6
- Task I.B.1
- Task I.B.2

Quarter 3 (July-September):

- Task I.A.1
- Task I.A.2
- Task I.A.3
- Task I.A.5
- Task I.B.1
- Task I.B.2
- Task II.A
- Task II.B
- Task II.D

Quarter 4 (October-December):

- Task I.A.1
- Task I.A.5
- Task I.B.1

3



- Task I.B.2
- Task II.C

EXCLUSIONS

If Client wishes Consultant to perform any of the following Additional Services, Client shall instruct Consultant in writing and Consultant shall perform or obtain from others such services for additional fees.

- Groundwater, surface water, soil or vegetative sampling, and laboratory analysis.
- Sampling and reporting for other quarters or semi-annual events outside the noted Period of Performance or other parameters or conditions not included in this scope of work.
- Monitoring of additional transects included in the alternative mitigation plan.

SCHEDULE OF WORK (attach sheet if necessary to describe)

Services described under Scope of Work above will begin upon receipt of signed Work Order.

FEE

The described scope of services will be performed for the following lump sum fees by task:

TASK ACTIVITIES	Amount
Quarter 1 Tasks	\$ 14,890
Quarter 2 Tasks	\$ 31,850
Quarter 3 Tasks	\$ 25,580
Quarter 4 Tasks	\$ 19,800
Task III. Assess On-Site Mitigation	\$ 18,300
TOTAL	\$110,420



City of Panama City Beach
Conservation Park Monitoring & Reporting Matrix
 Tetra Tech, Inc.
 March 2018

	Task ID#	Description	Required Task			
			2018			
			Quarter			
			1	2	3	4
FDEP Wastewater Permit	I.A.1	Monitor belt transects for herbaceous vegetation	✓	✓	✓	✓
	I.A.2	Monitor belt transects for woody vegetation			✓	
	I.A.3	Monitor T&C transects			✓	
	I.A.4	Monitor fish sampling stations		✓		
	I.A.5	Draft and submit Quarterly Monitoring data tables to City	✓	✓	✓	✓
	I.A.6	Draft the "2018 Annual Wetlands Monitoring Summary Report" per permit conditions I.E.1-9, for submittal to City for review and comment		✓		
USACE Permit	I.B.1	Monitor 50m transects at Discharge Distribution Sites	✓	✓	✓	✓
	I.B.2	Process 50m transect monitoring data for incorporation into USACE Annual Monitoring Report	✓	✓	✓	✓
FDEP & USACE Wetland Permits	II.A	Monitor 50m transects	✓		✓	
	II.B	Monitor Walk Paths within the wetland mitigation area			✓	
	II.C	Draft 2018 Annual Monitoring Report for submittal to the USACE				✓
	II.D	Draft 2018 Annual Monitoring Report for submittal to the FDEP			✓	

**REGULAR
ITEM 1**



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Al Shortt - Utilities Director

2. MEETING DATE:

May 10, 2018

3. REQUESTED MOTION/ACTION:

Approve 1) a Master Services Agreement with Infrastructure Solution Services and 2) Task Order No. 1 to prepare the FDEP operating permit renewal for the City's Wastewater Treatment Facility.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

At the regularly scheduled meeting on April 26, 2018, the City Council accepted staff rankings of firms that submitted Statements of Qualifications for continuing Major Wastewater Engineering Services. Infrastructure Solution Services, LLC (ISS) was the highest ranked firm and staff has negotiated a proposed continuing Master Services Agreement (MSA) with the firm for City Council consideration. The agreement itself will not authorize any particular engineering task. All task orders under the agreement will require City Manager or City Council approval, depending on the cost of services.

In addition, staff has negotiated a proposed Task Order No. 1 under the MSA with ISS to assist the City with the renewal of its operating permit for the City Wastewater Treatment Facility #1 (WWTF). The operating permit is typically issued for a 5-year term and expires in December of this year. However, due to the extensive documentation that must be developed, submitted and reviewed, applications to the Florida Department of Environmental Protection (FDEP) are due 6 months prior to the expiration date.

ISS has proposed fees of \$57,680 for preparing the necessary reports and application package for submission to FDEP. Staff has reviewed the proposal and finds the fees commensurate with the required professional services.

Staff recommends Council approval of the attached continuing Master Services Agreement between the City and Infrastructure Solution Services, and further recommends Council approval of attached Task Order No. 1 in the amount of \$57,680, authorizing the City Manager to execute both documents on behalf of the City.

RESOLUTION 18-84

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A MASTER SERVICES AGREEMENT WITH INFRASTRUCTURE SOLUTION SERVICES, LLC FOR THE ENGINEERING SERVICES RELATED TO THE CITY'S MAJOR WASTEWATER FACILITIES; APPROVING A TASK ORDER IN A LUMP SUM AMOUNT OF \$57,680 RELATING TO THE PERMIT RENEWAL FOR THE CITY'S WASTEWATER TREATMENT FACILITY.

BE IT RESOLVED that the appropriate Officers of the City are authorized to execute and deliver on behalf of the City that certain Master Services Agreement between the City and Infrastructure Solution Services, LLC, for the engineering services relating to the City's major wastewater facilities, in substantially the form and at the rates attached as Exhibit A to this Resolution and presented to the Council, with such changes, insertions or omissions as may be approved by the City Manager and whose execution of such Agreement shall be conclusive evidence of such approval.

AND BE IT FURTHER RESOLVED that the appropriate Officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Task Order No. 1 to the Master Services Agreement between the City and Infrastructure Solution Services, LLC, relating to the permit renewal for the City's Wastewater Treatment Facility, in a lump sum amount of Fifty Seven Thousand Six Hundred Eighty Dollars (\$57,680), in substantially the form attached as Exhibit B and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager whose execution of such Agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of _____, 2018.

CITY OF PANAMA CITY BEACH

By _____
MIKE THOMAS, MAYOR

ATTEST:

JO SMITH, CITY CLERK

**MASTER SERVICES AGREEMENT
BETWEEN
CITY OF PANAMA CITY BEACH AND INFRASTRUCTURE
SOLUTION SERVICES, LLC
RELATING TO
PROFESSIONAL UTILITY ENGINEERING SERVICES
(Major Wastewater Projects – Excluding Wetlands Projects, Wetlands Pump
Station and Wetlands Transmission Mains)**

THIS AGREEMENT is made and entered into this ____ day of _____, 2018, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation ("City") and Infrastructure Solution Services, LLC ("Engineer").

PREMISES

WHEREAS, the City desires to have Engineer assist the City with engineering services for major wastewater facilities, including treatment facilities, reclaimed water storage and pumping facilities, regional wastewater pumping stations (>250,000 GPD ADF), and wastewater and reclaimed transmission mains over eight inches (8") in nominal diameter, together with any related matters. Projects related to the Wetlands transmission pump station, transmission system and receiving wetland site are excluded as those services are part of a separate agreement.

Work will consist of professional engineering, planning, modeling, design, permitting, and construction administration services on a wide variety of general and specialized wastewater and reclaimed water projects where at least 70% of the estimated utility scope is included in the above thresholds or descriptions. Incidental potable water system engineering within the overall scope of the project is also included. This work will be for services including, but not limited to – a) modeling of the overall wastewater and reclaimed water system to determine current adequacy and future needs, b) engineering services related to renewal and expansion of the City's primary wastewater collection, pumping and transmission systems, c) expansion and renewal of the City's current wastewater treatment facilities, d) expansion and renewal of reclaimed system high service pumping and water storage facilities, e) assistance with wastewater grant/loan funding, and f) assistance with implementation of new or changed wastewater system regulations. The projects shall meet the following criteria:

- a) Related to City construction projects for which construction costs do not exceed \$2,000,000, or
- b) For specific engineering projects or study activities when the fee for such professional engineering service does not exceed \$200,000, or
- c) Related to City wastewater and reclaimed water facilities and improvements which are included in the Utility Departments then current Five (5) Year Capital Plan,

(collectively the "Professional Services"); and

WHEREAS, the City intends this Agreement to be a cost-effective device for in-house engineering projects, and to augment City Staff in areas where specific expertise is not available, or in some cases where timely accomplishment of budgeted projects requires additional staff support; and

WHEREAS, the City desires to employ the Engineer for those purposes upon the terms and conditions in this Agreement, and the Engineer is desirous of obtaining such employment and has represented that it is qualified and competent to perform such services upon said terms and conditions; and

WHEREAS, the Florida Consultant's Competitive Negotiation Act (FS 287.055) permits the City to enter a Continuing Contract, as there defined and provided, for work of a specified nature as outlined in the contract required by the City where there is no time limitation provided that the contract may be terminated by the City for convenience.

NOW, THEREFORE, in consideration of the following covenants, it is agreed:

1. SCOPE OF PROFESSIONAL SERVICES:

A. The City retains the Engineer to diligently, competently and timely perform the "Professional Services" on an as-needed basis. Upon request, Engineer will prepare a detailed, project specific scope of work for each task and phase of work to be undertaken in accordance with the general scope of services described in this agreement and in the request for statements of qualification which led to this Agreement. The proposed scope of work shall include a schedule for the work and, separately stated, a proposed fee. The proposed fee shall be (i) a stipulated sum or (ii) a stipulated sum plus one or more specified allowances which may be authorized by the City Manager or his designee or (iii) a fee determined on a time-involved basis at the hourly rates specified on Exhibit A which shall include a maximum cost.

B. If accepted by the City, the proposed scope of work shall be incorporated into a task order in materially the form set forth as Exhibit B (each a "Task Order"). Each Task Order shall be numbered and dated, incorporate this Agreement and any additional terms related to that specific Task Order, and shall be signed both by the City and by the Engineer. If a term herein conflicts with a term in a Task Order, the term in the Task Order shall control to the extent of such conflict.

C. Engineer acknowledges that the City may, in its sole and unfettered discretion enter agreements with one or more engineering firms to assist the City with general wastewater engineering projects and that any of those tasks will be outside the scope of this Agreement.

2. COMPENSATION AND PAYMENT:

A. Engineer's compensation for the services described in each scope of work shall be stated or incorporated in the Task Order related to that scope. Hourly compensation shall be determined in increments of one-tenth (1/10) of an hour.

B. In addition, with prior, written authorization by City, the Engineer shall be reimbursed for reasonable out-of-pocket expenses upon submission of adequate documentation. The Engineer shall invoice the City at actual costs times a factor of 1.10 for all out-of-pocket costs including sub-consultants (if required). Records of costs incurred under the terms of this Agreement shall be maintained by the Engineer and made available to the City during the period of this Agreement, and for one (1) year after the final payment is made. Copies of these documents and records shall be furnished to the City without cost.

C. Upon written instruction by the City, the Engineer shall perform additional work necessary or convenient to complete the services for which a Task Order is entered, and which are mentioned or referenced in this Agreement. The Engineer shall be entitled to additional compensation unless such work is required as a result of error, omission, or negligence by the Engineer. The additional compensation shall be computed by the Engineer on a revised fee quotation proposal and submitted to the City for written approval. If the parties cannot agree, Engineer's initial compensation will be such amount as the City shall determine in good faith to be the fair value of such services, and such amounts shall be paid to Engineer in monthly installments as set forth elsewhere in this Agreement. In the event the City shall unilaterally determine the amount to be paid for such services, Engineer shall have the right, to be exercised by written notice delivered to the City within twenty (20) days after the City Council shall unilaterally determine such amount, to have the value of such services determined by binding arbitration pursuant to the Florida Arbitration Code and in accordance with the rules of the American Arbitration Association. The Engineer and the City each shall select one arbitrator and those two shall select a third. Each arbitrator shall be familiar by trade or occupation with wastewater engineering and construction. The decision of any two (2) arbitrators shall be conclusive and may be enforced in any court of competent jurisdiction in the State of Florida. Each party shall promptly pay when billed, including in advance, one-half of all arbitration fees and costs. The prevailing party shall recover from the other its reasonable attorney's fees and costs, including fees and costs incurred in arbitration and in any action in any court of competent jurisdiction in the State of Florida to enforce the arbitration award, including appeal. Should the arbitrators award Engineer an amount equal to or less than the amount that the City has unilaterally determined, Engineer shall nonetheless be paid the amount unilaterally determined by the City but the City shall be deemed the prevailing party and Engineer shall pay the City's reasonable attorney's fees.

D. In the event that additional outside services are required due to unforeseen conditions, the Engineer shall:

1) Obtain a written proposal from the firm designated to render the required services, and submit such proposal to the City for written approval.

2) If the services are such that registration is required to perform them, the Engineer shall select a firm that is registered in the State of Florida.

3) If the proposal is approved in writing by the City, the Engineer shall enter into a contract with the firm for the furnishing of such services in accordance with the proposal.

4) The Engineer shall submit a minimum of five (5) printed copies and one (1) digital copy of deliverables for all required services to the City, unless otherwise directed by the City.

5) Upon approval by the City of such reports, the City shall reimburse the Engineer for the cost of such services, which cost shall not exceed 1.10 times the amount of the proposal.

6) Services rendered by the Engineer in connection with the coordination of these additional services shall be considered within the scope of the basic contract, and no additional fee shall be due the Engineer except as part of the multiplier stated in immediately preceding subsection 2.D.5.

E. At the end of each month during which a Task Order shall be outstanding, the Engineer shall submit a separate invoice for services rendered during that month with respect to each Task Order, as follows:

1) Where a stipulated sum is specified, the City shall pay Engineer in monthly installments based upon the percentage of satisfactory completion. In support of payment, Engineer shall monthly submit a request for payment describing the work done, percentage of completion and amount requested to be paid, all by reference to line items in the scope of services where available.

2) Where fees are computed on a time-involved basis, the City shall pay Engineer monthly in arrears upon receipt of an itemized statement in form and detail reasonably acceptable to City.

F. The acceptance by the Engineer, its successors, or assigns, of any Final Payment due upon the termination of this Agreement, shall constitute a full and complete release of the City from any and all claims or demands regarding further compensation for authorized Services rendered prior to such Final Payment that the Engineer, its successors, or assigns have or may have against the City under the provisions of this Agreement. This Section does not affect any other portion of this Agreement that extends obligations of the parties beyond Final Payment.

3. **SCHEDULE:** The estimated schedule for the services required shall be included in each Task Order and related scope of services.

4. **CITY'S RESPONSIBILITY:** The City shall furnish the Engineer with all existing data, plans, profiles, and other engineering information available and useful in connection with the proposed project now on file with the City which shall be returned to the City upon the completion of the services to be performed by the Engineer, unless such data, plans, profiles, and other data are necessary for daily operations; then such forms of information shall be promptly duplicated by the Engineer and the originals returned to the City.

5. **CITY'S DESIGNATED REPRESENTATIVE:** It is understood and agreed that the City designates the Utilities Director or his designated representative to represent the City in all technical matters pertaining to and arising from the work and performance of this Agreement, whose responsibility shall include:

A. Examination of all reports, sketches, drawings, cost estimates, proposals and other documents presented by the Engineer, and rendering in writing decisions pertaining thereto within a reasonable time so as not to materially delay the work of the Engineer.

B. Transmission of instructions, receipt of information, interpretation, and definition of City policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

C. Give prompt written notice to the Engineer whenever the City observes or otherwise becomes aware of any defects or changes necessary in the Project.

6. **CHANGES IN SCOPE:** The City may, from time to time, request changes in the scope of work. Such changes, including any increase or decrease in the amount of the Engineer's compensation, shall not be binding unless mutually agreed upon by and between the City and the Engineer, and incorporated in written amendments to this Agreement.

7. **TERMINATION:**

A. The City may terminate this Agreement for cause upon written notice to Engineer if Engineer fails to diligently, competently and timely perform any of the work, fails to cooperate with others associated with the work, or otherwise fails to perform or observe any material covenant, representation or warranty contained in this Agreement. Engineer may terminate this Agreement for cause upon written notice to City if City fails to perform or observe any material covenant, representation or warranty contained in this Agreement. In the event of such termination, the parties shall be entitled to the rights and

remedies provided by law. If the City wrongfully terminates this Agreement, the City shall be responsible to Engineer solely for the reasonable value of the work performed by the Engineer prior to the City's wrongful action, including reasonable overhead and profit on the work performed, less prior payments made. Under no circumstances shall Engineer be entitled to overhead and profit on work not performed.

B. This is a continuing Agreement with a public agency. Accordingly, City may terminate this Agreement at any time without cause upon written notice to Engineer. Should the City terminate this Agreement without cause, City shall pay Engineer for work performed through the date of Notice of Termination, including overhead and profit, and shall have no further responsibility to Engineer.

8. TERM: Unless terminated sooner pursuant to the provisions of the "TERMINATION" clauses contained in Paragraph 7 of this Agreement, and subject to the availability of appropriated funds, this Agreement shall take effect on the day and year first above written for an initial term of four (4) years, and the City shall have the unilateral option to extend the initial term for two, consecutive extended terms of two (2) years each by written notice delivered to the other party at any time before or within thirty (30) days after expiration of the prior term.

9. INDEMNIFICATION: The Engineer hereby does hold the City harmless of any and all claims, actions, or suits to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Engineer or any person employed or utilized by the Engineer in the performance of professional services hereunder, to the fullest extent permitted by Section 725.08(1), *Florida Statutes* (2017). The specific consideration given for the promises of the Engineer set forth in this paragraph is one dollar (\$1) in hand paid by the City to the Engineer, receipt whereof is hereby acknowledged and the adequacy of which the Engineer accepts as completely fulfilling the obligations of the City. The provisions of this Section shall survive termination of this Agreement.

10. INSURANCE:

A. The Engineer shall procure and maintain during the life of this Agreement insurance of the following types:

1) **Worker's Compensation:** For all of his employees engaged in work on the project under this Agreement. In case any employee engaged in hazardous work on the project is not protected under the Worker's Compensation Statute, the Engineer shall provide Employer's Liability Insurance for the protection of such of his employees not otherwise protected under such provisions.

Coverage A – Worker's Compensation - Statutory
Coverage B – Employer's Liability - \$1,000,000.00

PCB / Infrastructure Solution Services, LLC
Major Wastewater Engineering MSA
Page 6 of 14

2) Liability: Comprehensive General Liability insurance including, but not limited to:

- a) Independent Contractor's Liability;
- b) Contractual Liability;
- c) Personal Injury Liability.

The minimum primary limits shall be no less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate Personal Injury Liability, and no less than \$500,000 Property Damage Liability, or \$2,000,000 Combined Single Limit Liability, or higher limits if required by any Excess Liability Insurer. City shall be named as additional insured pursuant to an additional insured endorsement on ISO Form 20 10 10 01 (or superseding form) providing comprehensive general liability coverage for completed operations in addition to on-going operations.

3) Automobile Liability: Automobile Liability insurance including all owned, hired, and non-owned automobiles. The minimum primary limits shall be no less than \$1,000,000 Bodily Injury Liability, and no less than \$1,000,000 Property Damage Liability, or no less than \$1,000,000 Combined Single Limit Liability, or higher limits if required by the Excess Liability Insurer. City shall be named as additional insured.

4) Professional Liability: Project specific Professional Liability insurance covering professional services rendered in accordance with this Agreement in an amount not less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate.

B. Certificates of Insurance: The Engineer shall furnish to the City copies of all policies and endorsements and certificates of insurance allowing thirty (30) days written notice of any change in limits or scope of coverage, cancellation, or non-renewal. Such certificates shall contain the following wording: "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN." In the event (1) the ACORD form does not include the forgoing provision in the certificate, (2) the City has been provided a copy of a policy endorsement naming the City as additional insured (on the general liability and automobile liability insurance policies) and (3) the policy endorsement in favor of the City (for the workers compensation, general liability and automobile liability insurance policies) expressly provides that the City be given thirty (30) days written notice before an amendment in limits or scope of coverage or cancellation, then the following wording may be substituted "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS." If the insurance policies expire during the term of this Agreement, a renewal certificate shall be filed with

the City thirty (30) days prior to the renewal date.

11. NEGOTIATION DATA:

A. The Engineer hereby certifies, covenants, and warrants that Hourly Rates and other factual unit costs supporting the compensation provided in Exhibit A are accurate, complete, and current as of the date of negotiation.

B. Truth-in-Negotiation Certificate: Execution of this Agreement by the Engineer shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the Agreement.

The original contract price and additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual amount costs. The City shall exercise its rights under this "Certificate" within 1 year following final payment.

C. Contingency Fees: The Engineer warrants that he has no employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift, or any other consideration upon or resulting from the award of this agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct the contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12. OWNERSHIP OF DOCUMENTS: It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications, and all other data in whatever form (text, graphic, digital or other electronic), prepared or obtained by the Engineer in connection with its services hereunder shall always be the property of the City and shall be delivered to the City promptly without cost or lien upon request or termination of this Agreement by lapse of time or otherwise. The Engineer shall not be liable for any use by the City of project specific design documentation if modified in any manner without written approval of the Engineer. The City shall not use the Engineer's project specific design documentation on any project other than the project described in the Scope of Work and Instructions to Respondents unless the City notifies the Engineer of its intended use, provides insurance protection for the Engineer for all claims which might arise out of the City's use of the documents, and obtains written consent of the use by the Engineer.

When transferring data in electronic media format, Engineer makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Engineer at the beginning of the Project. Because the data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Engineer shall not be responsible to maintain documents stored in electronic media format after acceptance by City. The original hard copy of the documents containing the professional engineer's seal shall take precedence over the electronic documents.

Notwithstanding any provision to the contrary contained in this Agreement, Engineer shall retain sole ownership to its pre-existing computer programs and software.

13. WORK COMMENCEMENT/PROGRESS/DELAYS:

A. The services to be rendered by the Engineer shall commence upon execution of this Agreement, and the respective Task Order, and upon written notice to proceed from the City Manager of his designee.

B. The Engineer agrees to abide by the schedule for performance of the contracted services. The City will be entitled at all times to be advised in writing at its request as to the status of the work being done by the Engineer, and of the details thereof. City may require specification of liquidated delay damages in a Task Order. Failure to specify liquidated delay damages in a Task Order shall not relieve Engineer of liability for delays or other damages as provided by law.

C. In the event there are delays on the part of the City or regulatory agencies as to the approval of any of the plans, permits and drafts of special provisions submitted by the Engineer which delay the project schedule completion date, the City shall grant to the Engineer in writing an extension of time equal to such delays.

D. The Engineer shall maintain an adequate and competent staff of professionals and may associate with other qualified firms for the purpose of rendering services hereunder. The Engineer, however, shall not sublet, assign, or transfer any work under this Agreement without the written consent of the City.

14. STANDARDS OF CONDUCT:

A. The Engineer covenants that it or any of its employees presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with performance of services hereunder.

B. The Engineer agrees that it and its employees shall be bound by the Standards of Conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The Engineer agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

15. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: The Engineer shall comply with all Federal, State, and Local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

16. ASSIGNABILITY: The Engineer shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of the City, provided that claims for the money due or to become due the Engineer from the City under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

17. INDEPENDENT CONTRACTOR: The Engineer is and shall remain an independent contractor and not an employee of the City.

18. CONTROLLING LAW AND VENUE: All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of Florida applicable to contracts made and to be performed within this state. Exclusive jurisdiction and venue to interpret or resolve any dispute under this Agreement shall lie in the Circuit Court, Fourteenth Judicial Circuit, in and for Bay County, Florida.

19. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to the subject matters. All prior agreements, representations, statements, negotiations, and undertakings are hereby superseded. Any alterations or variations of the terms of this Agreement shall not be valid unless made in writing and signed by the parties. If any term or provision of this Agreement shall be

found by a court of competent jurisdiction to be illegal or unenforceable, then, notwithstanding, the remainder of the Agreement shall remain in full force and effect.

20. ATTORNEY'S FEES: If the either party is required to institute or defend any legal proceedings in connection with this Agreement, the prevailing party shall be entitled to its costs thereof, together with reasonable attorney's fees.

21. NO WAIVER: No waiver of any provision of this Agreement shall be effective unless made in writing, signed by the party against whom it is charged. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement, nor of the same provision in the future. Neither the failure nor any delay by any party in exercising any right or power under this Agreement, nor any course of dealing between or among the parties, will operate as a waiver of such right or power, and no single or partial exercise of any such right or power will preclude any other or further exercise of such right or power or the exercise of any other right or power.

22. COOPERATION: Engineer acknowledges that the process of engineering and addressing the needs of the community, and coordinating those efforts with other disciplines is a multi-disciplinary effort which will require cooperation and collaboration with numerous consultants, engineers, and counsel assisting and advising the city, as well as direction from the City Manager and City Engineer, and agrees in all things to cooperate with the City and all its consultants as needed.

23. MEDIATION: City and Engineer agree to attempt to resolve any dispute between them related to the interpretation or performance of this Agreement by mediation in Bay County, Florida, with a mutually acceptable, certified Florida Mediator to serve at joint expense. If the parties are unable to agree upon a mediator, either party shall request the appointment of a mediator by the Chief Judge of the Circuit Court, Fourteenth Judicial Circuit in and for Bay County, Florida. Mediation contemplated by this paragraph is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives. Any settlement will require approval of City's governing board. If the parties are unable to reach a mediated settlement within ninety (90) days of the mediator's appointment, either party may terminate the settlement discussions by written notice to the other and initiate litigation. Any litigation commenced in violation of this section shall be stayed pending mediation as agreed. This section shall survive termination of this Agreement.

24. PUBLIC RECORDS: The City is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, to the extent that it is determined that Engineer is acting on behalf of City as provided under Section

119.011(2) (2017) and implemented through the judicially established "totality of factors" analysis, Engineer agrees to also comply with that law, specifically including to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

B. Upon request of the City, provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that 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 Engineer does not transfer the records to the City.

D. Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

E. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AND TO CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-233-5100, JSMITH@PCBGOV.COM, 110 S. ARNOLD ROAD, PANAMA CITY BEACH, FL 32413.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have hereto caused the execution of these documents as of the year and date first above written.

**THE CITY OF PANAMA CITY BEACH,
FLORIDA,**
a municipal corporation

By: _____
Mario Gisbert, City Manager

ATTEST:

Jo Smith, City Clerk

**INFRASTRUCTURE SOLUTION SERVICES,
LLC**

By: _____
Brian M. Stahl
Its: Managing Member

WITNESS
PRINT NAME: _____

WITNESS
PRINT NAME: _____

EXHIBIT A

Hourly Rate Schedule



INFRASTRUCTURE SOLUTION SERVICES

EXHIBIT "A"

INFRASTRUCTURE SOLUTION SERVICES CY 2018 STANDARD HOURLY BILLING RATES	
CORPORATE POSITION	BILLING RATE
ENGINEER INTERN	\$90.00
ENGINEER I	\$100.00
ENGINEER II	\$130.00
ENGINEER III	\$150.00
ENGINEER IV/PRINCIPAL	\$170.00
PROJECT PROFESSIONAL/ARCHITECT I	\$100.00
PROJECT PROFESSIONAL/ARCHITECT II	\$125.00
PROJECT PROFESSIONAL/ARCHITECT III	\$150.00
PROJECT PROFESSIONAL/ARCHITECT II/PRINCIPAL	\$170.00
DRAFTSMEN/TECHNICIAN I	\$60.00
DRAFTSMEN/TECHNICIAN II	\$70.00
DESIGNER I	\$80.00
DESIGNER II	\$90.00
PROJECT REPRESENTATIVE/INSPECTOR I	\$70.00
PROJECT REPRESENTATIVE/INSPECTOR II	\$90.00
SURVEY CREW - 1 MAN w/GPS UNIT	\$100.00
SURVEY CREW - 2 MAN	\$125.00
PROFESSIONAL SURVEYOR	\$100.00
ADMINISTRATIVE ASSISTANT I	\$45.00
ADMINISTRATIVE ASSISTANT II	\$60.00

INFRASTRUCTURE SOLUTION SERVICES TEAM

AGENDA ITEM # 1

EXHIBIT B
COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. _____

DATE

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND INFRASTRUCTURE SOLUTION SERVICES, LLC RELATING TO MAJOR WASTEWATER WATER ENGINEERING SERVICES dated _____, 2018, (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to _____.

Engineer's total compensation shall be (check one):

- ____ a stipulated sum of \$ _____; or
____ a stipulated sum of \$ _____ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,
 Allowance of \$ _____ for _____, and
 Allowance of \$ _____ for _____; or
____ a fee determined on a time-involved basis with a maximum cost of \$ _____;

as set forth upon incorporated Attachment B, Fee Breakdown, and shall be paid in monthly installments as specified in the Agreement.

Work shall begin on _____, 20__, and shall be completed within _____ calendar days. The date of completion of all work is therefore _____, 20__. Liquidated delay damages, if any, are set at the rate of \$ _____ per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

Upon execution of this task order by both Engineer and City, Engineer is directed to proceed.

IN WITNESS WHEREOF the parties have caused these presents to be executed in their names on the date shown.

Witness:

INFRASTRUCTURE SOLUTION SERVICES, LLC
By: _____ Date: _____
Its: Managing Member

ATTEST:

City Clerk

CITY OF PANAMA CITY BEACH, FLA.
By: _____ Date: _____
City Manager



INFRASTRUCTURE SOLUTION SERVICES

**ATTACHMENT A – SCOPE OF SERVICES
UNDER
MASTER SERVICES AGREEMENT BETWEEN THE CITY OF PANAMA CITY BEACH
AND INFRASTRUCTURE SOLUTION SERVICES RELATING TO MAJOR
WASTEWATER ENGINEERING SERVICES DATED MAY 10, 2018**

**TASK ORDER PCB-18-01
CITY OF PANAMA CITY BEACH
WWTF #1 PERMIT RENEWAL**

Section I. BACKGROUND

The City of Panama City Beach (the City) current Florida Department of Environmental Protection (FDEP) Wastewater Treatment Facility (WWTF) permit expires on December 4, 2018. FDEP rules (62-620 F.A.C.) require that a domestic wastewater facilities permit renewal application be submitted 180 days prior to the expiration date to continue operation while the permit renewal is under review. To meet this deadline, the CITY WWTF permit renewal application must be submitted to the FDEP by June 6, 2018.

As part of the FDEP permit renewal application, a Capacity Analysis Report (CAR), Operation and Maintenance Performance Report (OMPR), the Reclaimed water System Operating Protocol and Effluent/Reclaimed Water data are required to be included with the FDEP Permit Application. Completion of this supporting documentation is included in the scope of work to be submitted with the permit application. The City has requested that Infrastructure Solution Services (ISS) complete and submit these permitting documents to the FDEP Northwest District on behalf of the City.

Section II. SCOPE OF SERVICES

TASK 1: CAPACITY ANALYSIS REPORT

The tasks in this scope of services are anticipated to be completed simultaneously for submittal with the FDEP WWTF Permit Renewal.

Task 1.1: Data Collection and Review

The ISS Team shall submit a data request to the City requesting the data needed to complete the CAR. The Consultant will collate and analyze the current flow operating parameters for the existing WWTF (flow rates, operating results, etc.) for incorporation into the CAR. The ISS Team will also meet with the FDEP personnel for a pre-application meeting.

Task 1.2: Draft Capacity Analysis Report

The Consultant will complete the CAR consistent with the requirements per FAC 62-620. The required Capacity Analysis Report (CAR) attachments include, but are not limited to, the following:

1. Population Data Projections
2. Current and Projected (5-year) Service Area Map
3. Flow Data Projections
4. Influent/Effluent Characteristics
5. Site Plan
6. Process Flow Diagram
7. Location map

Task 1.3: Final Capacity Analysis Report

After receiving comments from the City on the draft CAR, the ISS Team will incorporate the comments and prepare the final CAR for submittal to FDEP. The City will be required to sign the report to attest to the information/findings provided in the report and implement the recommendations and schedules listed in the CAR.

TASK 2: OPERATION AND MAINTENANCE PERFORMANCE REPORT

The second task in the scope of services for this task order is completion of the OMPR for submittal with the FDEP WWTF Permit Renewal.

Task 2.1: Meeting and Field Visit with Operations Staff

The ISS Team will complete a tour of the facility to go over the requirements of the OMPR and to perform field inspection of the facility as required by FDEP regulations. The ISS Team will meet with the City Operations Staff to discuss the current state of the facility as required in the permit renewal.

Task 2.2: Draft OMPR

The ISS Team will prepare an OMPR (based on visual, external review of the facility processes and equipment) for inclusion in the permit renewal application. A draft OMPR will be provided to the City for review and comment prior to submittal.

Task 2.3: Final OMPR

After receiving comments from the City on the draft OMPR, the ISS Team will incorporate the comments and prepare the final OMPR for inclusion in the permit application submittal. The City will be required to sign the report to attest to the information/findings provided in the report and implement the recommendations of the OMPR.

TASK 3: EFFLUENT/RECLAIMED WATER DOCUMENTATION/COORDINATION

The third task in the scope of services for this task order is completion of the Reclaimed water information for submittal with the FDEP WWTF Permit Renewal.

Task 3.1: Coordination/Documentation on Effluent/Reclaimed Water

The ISS Team will review and coordinate the required reclaimed water information with the City and

wetland data with the wetland subconsultant.

Task 3.2: Draft Effluent/Reclaimed Water Documentation

The ISS Team will prepare the reclaimed water information and provide wetland documentation (based on data from the City and wetland subconsultant) for inclusion in the permit renewal application. The ISS Team will also prepare the Reclaimed Water System Operating Protocol with the help of the City operations personnel for inclusion in the application. The draft reclaimed water documentation will be provided to the City for review and comment prior to submittal. The wetland information will be coordinated with the subconsultant for those services.

Task 3.3: Final Effluent/Reclaimed Water Documentation

After receiving comments from the City on the draft reclaimed water documentation, the ISS Team will incorporate the comments and prepare the final reclaimed water documentation for inclusion in the permit application submittal and submittal to the wetlands consultant.

TASK 4: PERMIT APPLICATION AND SUBMITTAL

Task 4.1: Data Collection and Review

The ISS Team shall provide a list of data or information to the City needed to complete the permit application forms. The Consultant will research the current flow operating parameters for the existing facilities (flow rates, operating results, etc.), and collate existing information.

Task 4.2: Preparation of Draft Permit Application

The ISS Team will complete the permit renewal forms, 62-620.910(1) and 62-620.910(2), as well as the required attachments in support of the permit renewal application. The required attachments include, but are not limited to, the following:

1. Effluent Testing Data
2. Reclaimed Water (Reuse) Related Information
3. Process Flow Diagram
4. Site Plan
5. Location Map
6. Biosolids Data

Task 4.3: Final Permit Application Submittal

After receiving comments from the City on the draft permit application, the ISS Team will incorporate the comments and prepare the final application package for submittal to FDEP. The City will be required to sign the application prior to submittal. Effluent discharge special studies or water quality analysis work are not included in this scope of services.

Task 4.4: Response to Requests for Additional Information

The ISS Team will prepare one (1) Response for Additional Information (RAI) received from FDEP following review of the permit application submittal. Completeness items resulting from the actions of ISS shall be addressed at no additional cost to the City. Any additional RAIs or meetings required as a result of new information requests following the first RAI is not covered in this scope of services.

Section III. SUBCONSULTANTS

The ISS Team will have a subconsultant to assist with aspects of the wetland discharge and permitting in this permit renewal. Tetra Tech will be the wetland subconsultant for this project.

Section IV. PERMITTING

The ISS Team will prepare the FDEP permit for the WWTF renewal and associated reports (CAR and OMPR). The ISS Team will participate in a pre-application meeting with the permitting agency (FDEP) for this project. The scope of services provided herein includes up to two (2) face-to-face meetings with FDEP (one pre-application meeting and one RAI meeting). The ISS Team will prepare one response to an RAI as described in the scope of services.

Section V. OWNER'S RESPONSIBILITY

The City shall be responsible for the following items:

1. Attend two (2) meetings (one identified as the field visit for the OMPR) with the ISS Team.
2. Provide copies of the OMPR, CAR, and Effluent data prepared for the last permit renewal, updated permit information.
3. Provide copies of the operating data (MOR, flow data, biosolids data, DIW and ASR data, lab results, etc.) from the previous renewal to current).
4. Review and comment on all submittals in accordance with the schedule provided herein.
5. Permit application check covering the permit renewal fee.

Section VI. DELIVERABLES

The ISS Team will provide a digital copy (PDF format) of the permit application, CAR, OMPR, Effluent/ Reclaimed Water Documentation and RAI for the City's review. Upon request, the ISS Team shall provide up to three (3) hard copies of the deliverables. At the conclusion of this Task Order, copies of all deliverables and supporting documents shall be provided to the City in their original software formats (i.e. Excel, MS Word, Autocad, etc.).

Section VII. SCHEDULE

The ISS Team shall complete the tasks identified in the Scope of Services described herein. The number of days shown in the following table represent calendar days. As shown in the Schedule below, the Permit Application (Task #4) will be worked on concurrently with the CAR, OMPR, and

Effluent Documentation. Based on the above schedule, a total of 60 days will be required to prepare and submit the application package inclusive of the CAR and OMPR.

ISS will make every effort to meet the FDEP domestic wastewater facilities permit renewal deadline of the City WWTP #1. If for any reason the City permit submittal deadline is unattainable ISS will communicate the same to the City and commit to get an extension with FDEP and meet that deadline.

SCHEDULE TASKS	TASK DAYS	ESTIMATED DAYS FROM NTP
TASK #1 – Capacity Analysis Report (CAR)		
Data Collection and Review	5	5
Draft Capacity Analysis Report	35	40
WWTF Flow Calculations Documentation	5	45
PCB Review	5	50
Final Capacity Analysis Report	10	60
TASK #2 – O&M Performance Report		
Meeting and Field Visit with Operations Staff	5	5
Draft OMPR	40	45
PCB Review	5	50
Final OMPR	10	60
TASK #3 – Effluent/Reclaimed Water Documentation		
Coordination/Docs on Effluent/Reclaimed Water	5	5
Draft Effluent/Reclaimed Water	40	45
PCB Review	5	50
Final Effluent/Reclaimed Water	10	60
TASK #4– Permit Application and Submittal		
Data Collection and Review	5	5
Preparation of Draft Permit Application	40	45
PCB Review	5	50
Final Permit Application Submittal	10	60
FDEP Permit Submittal Package	-	60

Section VIII. METHOD OF COMPENSATION

The City shall compensate the ISS Team for this scope of work a lump sum fee amount of Fifty-Seven Thousand Six Hundred Eighty Dollars and Zero Cents (\$57,680.00). ISS will invoice the City based on the percentage of work actually completed on this project. The cost breakdown for this project is as follows:

TASK #	TASK NAME	COST
1	Capacity Analysis Report (CAR)	\$ 16,720
2	O&M Performance Report (OMPR)	\$ 15,760
3	Effluent/Reclaimed Water Documentation/Coordination	\$ 9,920
4	Permit Application and Submittal	\$ 15,160
	Wetland Subconsultant	\$ 9,680
	Expenses	\$ 360
	TOTAL COST	\$ 57,680

At the direction of the City and with ISS Agreement, ISS may be requested to provide additional services, such as other engineering services, meetings with FDEP, additional RAIs, etc. These additional services would be requested and approved by the City and provided at the standard rates and terms of the Master Engineering Services Agreement dated May 10, 2018.

Section IX. AUTHORIZATION

This Task Order is to be performed under the terms of the Master Engineering Services Agreement between the City and ISS dated May 10, 2018.

Section X. ACCEPTANCE

If the above scope and fees meet your approval, please indicate by your signature in the space provided below and return one (1) signed copy which will constitute an "Agreement and Notice to Proceed" for the accomplishment of this work.

INFRASTRUCTURE SOLUTION SERVICES

CITY OF PANAMA CITY BEACH

 Brian Stahl, PE
 Managing Member

 Mario Gisbert
 City Manager

 Date

 Date

EXHIBIT B
COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 1

DATE: May 10, 2018

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND INFRASTRUCTURE SOLUTION SERVICES, RELATING TO MAJOR WASTEWATER ENGINEERING SERVICES dated May 10, 2018, (the Agreement), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to **WWTF #1 Permit Renewal**.

Engineer's total compensation shall be (check one):

a stipulated sum of **\$57,680**; or
 a stipulated sum of \$ _____ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,
Allowance of \$ _____ for _____, and
Allowance of \$ _____ for _____; or
 a fee determined on a time-involved basis with a maximum cost of \$ _____;

Work shall begin on May 11 2018, and shall be completed within 180 days. The date of completion of all work is therefore November 6, 2018. Liquidated delay damages, if any, are set at the rate of \$0 per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

Upon execution of this task order by both Engineer and City, Engineer is directed to proceed.

IN WITNESS WHEREOF the parties have caused these presents to be executed in their names on the date shown.

Witness:

INFRASTRUCTURE SOLUTION SERVICES
By: _____ Date: _____
Its:

ATTEST:

City Clerk

CITY OF PANAMA CITY BEACH, FL.
By: _____ Date: _____
City Manager

**REGULAR
ITEM 2**



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Administration / Holly White, Finance

2. MEETING DATE:
May 10, 2018

3. REQUESTED MOTION/ACTION:
Approval of Resolution 18-89 authorizing the City to participate in the Florida Fixed Income Trust (FIT)

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

Participation in the Florida Fixed Income Trust ("FIT") provides the City with an opportunity to increase its current rate of return on public funds while maintaining the liquidity necessary to manage its normal day to day operations as well as multiple large scale construction projects. Participation in FIT will enable the City to potentially generate increased investment earnings by pooling surplus funds not needed for normal day to day operations with other Local Government Entities in the Trust. Given the City's limited staff and lack of a certified investment manager, participation in FIT provides an opportunity for the City to potentially increase rates of return utilizing a more passive approach due to the use of a Trust which is professionally managed. Additionally, investment diversification is maintained and managed via the Trust versus the City attempting to diversify its investments in multiple individual holdings. Staff recommends approval of Resolution 18-89.

**FLORIDA FIXED INCOME TRUST
(Florida FIT)**

RESOLUTION 18-89

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE CITY TO PARTICIPATE IN THE FLORIDA FIXED INCOME TRUST AND TO BECOME A PARTY TO THE INDENTURE OF TRUST; AUTHORIZING THE CITY TO PURCHASE AND REDEEM SHARES FROM THE TRUST WITH AVAILABLE FUNDS; DESIGNATING THE CITY FINANCE DIRECTOR AS TREASURER AUTHORIZED TO INVEST CITY FUNDS INTO THE TRUST; AUTHORIZING THE CITY MANAGER AND FINANCE DIRECTOR TO EXECUTE AND DELIVER THE INDENTURE OF TRUST AND ANY OTHER DOCUMENTS NECESSARY TO CARRY OUT THE CITY'S INTENT.

WHEREAS, the City of Panama City Beach (the "Participant") desires to pool its surplus public funds with other local government entities by becoming a Participant, and purchasing shares of beneficial interest, in the Florida Fixed Income Trust ("Florida FIT" or the "Trust"), a common law trust under the laws of the State of Florida, and therefore passes the following resolution:

WHEREAS, Art. VIII, Sec. 2, Fla. Const., in part provides municipalities shall have governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law;

WHEREAS, Sec. 166.021, Fla. Stat., in part provides municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law, and further defines a municipal purpose to mean activity or power which may be exercised by the state or its political subdivisions;

WHEREAS, Sec. 218.415, Fla. Stat., authorizes units of local government to invest and reinvest public funds in excess of the amounts needed to meet current expenses in certain enumerated investments, in any other investments authorized by the municipality or county by law or by ordinance or by a school district or special district by law or by resolution, and in addition authorizes units of local government to invest and reinvest such surplus public funds in any intergovernmental investment pool authorized pursuant to the Florida Inter-local Cooperation Act, as provided in Sec. 163.01, Fla. Stat.;

WHEREAS, Sec. 163.01, Fla. Stat., authorizes a political subdivision, agency, or officer of the State of Florida, including but not limited to state government, county, city, school district, single and multipurpose special district, single and multi purpose public authority, metropolitan or consolidated government, a separate legal entity or administrative entity created under subsection (7) of Section 163.01, Fla. Stat., or an independently elected county officer (each of the foregoing a "Local Government Entity" or "Entity"), to exercise jointly with any other Entity any power,

privilege, or authority which such Entities share in common and which each might exercise separately;

WHEREAS, Section 163.01, Fla. Stat., further authorizes such public agencies to enter into contracts in the form of inter-local agreements to accomplish such purposes;

WHEREAS, Section 5-3¹ of the City's Charter provides for the investment of any city funds or deposits not currently needed for public purposes, as such investments may be authorized by the City Council; and

WHEREAS, under the terms of an Indenture of Trust dated as of April 28, 2010 relating to the Trust (the "Indenture of Trust") any Local Government Entity desiring to participate in the Trust as a member must become a party to the Indenture of Trust, in substantially the form attached and presented to the Council today;

WHEREAS, it is the intent of the Participant, with other Local Government Entities, to join in an intergovernmental investment pool pursuant to Sections 163.01 and 218.415, Fla. Stat. and to enter into the Indenture of Trust for such purpose, and that the Indenture of Trust will serve as an inter-local agreement under Section 163.01, Fla. Stat.;

WHEREAS, the Participant finds that the creation of an intergovernmental investment pool pursuant to the Indenture of Trust serves a governmental purpose for the Participant and would therefore be in the best interests of the Participant, its officials, officers, and citizens in that such a program would offer diversified and professionally managed portfolios to meet investment needs, would result in greater diversification and economies of scale that would create greater purchasing powers, and would thereby lower the costs traditionally associated with the investment of the assets of the Participant; and

WHEREAS, as the governing body of the Participant desires to participate in the Trust formed in accordance with the aforesaid statutes, and to purchase shares therein as provided in the Indenture of Trust, in order to pool its surplus funds with other Local Government Entities, it has passed, in accordance with applicable law the following resolution;

NOW, THEREFORE, it is hereby RESOLVED:

That the governing body of the Participant has reviewed Article VIII, Section 2, of the Florida Constitution, Sections 166.021, 218.415, and 163.01 of the Florida Statutes, and the merits of investing in the Trust, including the Trust's liquidity, risk diversification, flexibility, convenience, and cost compared to the alternative direct purchase of comparable investments.

That the governing body of the Participant finds that it is in the best interest of the Participant, its officials, officers, and citizens, to join with other Local Government Entities in the Trust for the purpose of pooling surplus public funds because the Trust offers diversified and professionally managed portfolios to meet investment needs, and the pooling of such surplus

¹ The City's Charter, originally created by Laws of Florida, Chapter 70-874, was most recently updated in its entirety by Ordinance 1277, adopted by the Council on November 14, 2013, and approved at a Referendum held April 22, 2014.

public funds results in economies of scale that will create greater purchasing powers and will thereby lower the cost traditionally associated with the investment of assets of the Participant.

The governing body of the Participant hereby expressly authorizes the Participant to participate in the Trust as a member and to become a party to the Indenture of Trust, which is attached and presented to the Council today.

The Participant is hereby expressly authorized to purchase shares of beneficial interest in the Trust from time to time with available funds, and to redeem some or all of its shares of beneficial interest from time to time as funds are needed for other purposes, subject to the terms and restrictions of the Indenture of Trust.

The Trustees of the Trust are designated as having official custody of the Participant's funds which are invested by the purchase of shares of beneficial interest in the Trust.

The City Manager, together with the City Finance Director, (jointly and severally the "Representatives"), who are the government officials empowered to invest funds of the Participant, and each and every successor in such functions, are hereby authorized and directed to execute on behalf of the Participant the Indenture of Trust and any other documents necessary to establish an account with the Trust. The City Finance Director is hereby designated the "Treasurer" as that term is defined in the Indenture of Trust and is therefore authorized to invest surplus public funds from the Participant's treasury by purchasing shares of the Trust with such available funds, and is authorized to redeem, from time to time, part or all of such shares as funds are needed for other purposes, subject to the terms and restrictions of the Indenture of Trust.

This Resolution shall take effect immediately upon its adoption or otherwise in accordance with applicable Florida law.

The undersigned agree that the authorizations and instructions contained in the foregoing Resolution and the trust registration form are to remain in effect until the Trust receives written notice of any changes.

PASSED in regular session this ___ day of _____, 2018.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Jo Smith, City Clerk

Holly White

From: Holly White
Sent: Wednesday, February 07, 2018 9:23 AM
To: Mario Gisbert; Amy Myers (amyers@hsmclaw.com)
Subject: Florida-FIT-Resolution-Template.pdf
Attachments: Florida-FIT-Resolution-Template.pdf

Mario and Amy -

I would like to recommend to the Council that the City enroll as a participant in the Florida FIT (Fixed Income Trust) for the purpose of 1) improving the rate of return earned on surplus funds while maintaining liquidity and NAV and 2) diversifying the City's investment holdings which currently are highly centralized in one financial institution. I have attached a resolution for your review - approval of this resolution is necessary before the City may enroll in the Trust.

I have some additional information that I will be happy to discuss with you both to make sure everyone is comfortable going in this direction. Additionally, I would suggest that I be named "treasurer" for purposes of the Florida FIT only, as indicated in the Resolution, so that I can manage the City's holdings on a day to day basis. It might be helpful to establish an investment committee to meet periodically to monitor the City's investments thus providing an additional measure of review and control.

Let me know a good time that we can get together and discuss.

Thanks

Holly J. White
Finance Director
City of Panama City Beach
(850) 233-5100

**REGULAR
ITEM 3**



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

CODE ENFORCEMENT

2. MEETING DATE:

MAY 10, 2018

3. REQUESTED MOTION/ACTION:

CONSIDER FIRST READING OF ORDINANCE UPDATING CHAPTER 25 RELATED TO CODE ENFORCEMENT

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO

N/A

BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO

N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

THE CITY UNDERTOOK A MAJOR OVERHAUL OF THE CITY'S CODE ENFORCEMENT PROCESSES IN 2003. AS THE CITY HAS RAMPED UP CODE ENFORCEMENT EFFORTS IN RECENT YEARS, STAFF RECOMMENDS UPDATES TO THE CITY'S SCHEDULE OF CIVIL PENALTIES TO ADD COMMON OFFENCES AND UPDATE CITATIONS TO EXISTING PROVISIONS. STAFF ALSO RECOMMENDS CHANGES TO TIE THE APPEAL PERIOD TO THE DATE OF ISSUANCE OF A CITATION AND TO AUTHORIZE THE HEARING OFFICER TO PROVIDE FOR CITY'S ABATEMENT OF AN UNCORRECTED VIOLATION OF CHAPTER 15.

IF COUNCIL APPROVES FIRST READING OF THE ORDINANCE, STAFF WILL PREPARE NOTICE OF A PUBLIC HEARING AND SECOND READING OF THE ORDINANCE.

STAFF RECOMMENDS APPROVAL.

AGENDA ITEM #

2

ORDINANCE NO.1452

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES RELATED TO CODE ENFORCEMENT; AMENDING THE CODE TO PROVIDE FOR VARIOUS RIGHTS AND OBLIGATIONS TO COMMENCE UPON ISSUANCE OF THE CIVIL VIOLATION NOTICE RATHER THAN UPON SERVICE OF SAME; AUTHORIZING THE HEARING OFFICER TO ORDER THE ABATEMENT OF CHAPTER 15 VIOLATIONS UPON FAILURE OF VIOLATOR TO TIMELY CORRECT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH:

SECTION 1. From and after the effective date of this ordinance Sections 25-17, 25-32 and 25-33 of the Code of Ordinances of the City of Panama City Beach, related to Code Enforcement is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

Sec. 25-17. Code Enforcement Procedure.

(a) For the purposes of this chapter, a "Code Inspector" is defined to be any agent or employee of the City whose duty it is to assure code compliance.

(b) Code Inspectors shall have the authority to initiate enforcement proceedings as provided below. No Hearing Officer shall have the power to initiate such proceedings.

(c) For the purposes of this chapter, "violators" shall be deemed to be those persons or entities creating or permitting a violation of the ordinances listed in Section 25-37, or those persons or entities owning or possessing land on which a violation of ordinances listed in Section 25-37 is created or maintained. The City finds and determines that the owner of land has an obligation to know whether conditions created or maintained on that land violates any City ordinance and therefore is deemed to have actual or constructive knowledge of any such violation. The owner of land has a legal duty to determine whether conditions created or maintained on his or her land violate any City ordinance, and to correct such violations.

Ordinance 1452

1

(d) A Code Inspector who finds a violation of the ordinances of this Code listed in Section 25-37 shall determine a reasonable time period within which the violator must correct the violation provided that such time period shall be no more than thirty (30) days. This determination shall be based on considerations of fairness; practicality; ease of correction; ability to correct; severity of violation; nature, extent and probability of danger or damage to the public; and other relevant factors relating to the reasonableness of the time period prescribed. A time for correction need not be specified if the violation is an uncorrectable violation.

(e) A Code Inspector who finds such a violation shall issue a civil violation notice to the violator, pursuant to Section 25-18.

(f) The civil violation notice shall include but not be limited to the following:

(1) Date and time of issuance.
(2) Name of Code Inspector and division or department issuing the notice.
(3) Name and address of the violator.
(4) Section number of the Code section that has been violated.
(5) Brief description of the nature of the violation, including location, date, and time of violation.

(6) Amount of the civil penalty for which the violator may be liable.

(7) Instructions and due date for paying the civil fine or filing for an administrative hearing before a Hearing Officer to appeal the civil fine.

(8) Time within which the violation must be corrected if applicable.

(9) Notice that each day of continued violation after the time period for correction has run shall be deemed a continuing violation subject to additional penalty in the same amount, without the need for additional notices of violation.

(10) Notice that the filing of a request for an administrative hearing will toll the accrual of continuing violation penalties.

(11) Notice that failure to request an administrative hearing within twenty (20) days, or within the specified time period listed for a violation of a specific section of the Code, after issuance ~~service~~ of the civil violation notice shall constitute a waiver of the violator's right to an administrative hearing before the Hearing Officer, and that such waiver shall constitute an admission of violation.

(12) Notice that the violator may be liable for the reasonable costs of the administrative hearing should he be found guilty of the violation.

(13) Notice that if the violator fails to pay civil penalty in the time allowed, or fails to appear in court to contest the violation, the violator shall be deemed to have waived his right to contest the violation and that, in such case, judgment may be entered against the violator by the Hearing Officer for the amount of the maximum civil penalty.

(g) After issuing a civil violation notice to an alleged violator, the Code Inspector shall promptly deposit the original civil violation notice and one copy of the civil violation notice with the Clerk of the Court of Bay County, Florida.

(Ord. 560, § 1, 1-22-98; Ord. No. 773, § 1, 1-23-03)

...

Sec. 25-32. Rights of violators; payment of fine; right to appeal and correction of violation; failure to pay and correct, or to appeal.

(a) A violator who has been served with a civil violation notice shall elect either to:

(1) Pay the civil penalty in the manner indicated on the notice, and correct the violation within the time specified on the notice (if applicable); or

(2) Request an administrative hearing before a Hearing Officer to appeal the decision

Ordinance 1452

2

of the Code Inspector which resulted in the issuance of the civil violation notice.

(b) Appeal by administrative hearing of the notice of violation before a Hearing Officer shall be accomplished by filing a request in writing to the address indicated on the notice, within the time limit stipulated in the specified Code section which is enforced pursuant to the provisions of this chapter, or no later than twenty (20) calendar days after the issuance ~~service~~ of the notice, whichever is earlier. Failure of the named violator to appeal the decision of the Code Inspector within the prescribed time period shall constitute a waiver of the violator's right to administrative hearing before the Hearing Officer. A waiver of the right to administrative hearing shall be treated as an admission of the violation and penalties, including continuing violation penalties, shall be assessed by the Hearing Officer accordingly.

(c) If the named violator after notice fails to correct the violation within the time specified (if applicable) the Code Inspector shall notify the Hearing Officer and request the Hearing Officer to issue an order finding the violator guilty and imposing the civil penalty and, if applicable, continuing violation penalties. If the named violator pays the civil penalty for a correctable violation but does not correct that violation within the time specified, each day that the violation continues beyond such specified time shall constitute a continuing violation.

(d) If the named violator elects not to appeal the civil penalty but cannot correct the violation within the time specified for good cause shown to the code inspector, the City hereby authorizes the Hearing Officer to mitigate civil penalties with violators upon correction of the violation, provided that: i) evidence of good cause must be presented to the Code Inspector no later than twenty (20) days after issuance ~~service~~ of the civil violation notice, and ii) the violation for which mitigation is requested is not a repeat or uncorrectable violation. Upon correction of the violation, the total amount of the civil penalty imposed may be reduced as stated in the schedule below:

Number of Days Correction Outstanding	Total Fine Mitigation(percent)
1—30	90
31—60	75
61—90	60
91—120	40
121—150	20
151—180	5

Any civil penalty which has been reduced in accordance with this section shall be paid within twenty (20) days from the date of correction. Failure of a violator to timely pay a reduced civil penalty shall constitute a waiver of the violator's right to pay the reduced amount of the civil penalty, and the original civil penalty amount will be reinstated together with any applicable continuing violation penalties.

(Ord. No. 560, § 1, 1-22-98; Ord. No. 773, § 1, 1-23-03; Ord. No. 1165, § 1, 9-24-09)

Sec. 25-33. Scheduling and conduct of hearing.

(a) Upon receipt of a named violator's timely request for an administrative hearing, the Hearing Officer shall set the matter down for hearing on the next regularly scheduled hearing date or as soon thereafter as possible or as mandated in the specified Code section which is enforced pursuant to this chapter.

(b) The Hearing Officer shall provide a notice of hearing by certified mail to the named

Ordinance 1452

3

violator at his last known address. Alternatively, the notice may be delivered as provided in Section 25-18. The notice of hearing shall include but not be limited to the following:

- (1) Name of the Code Inspector who issued the notice.
- (2) Factual description of alleged violation.
- (3) Date of alleged violation.
- (4) Section of the Code allegedly violated.
- (5) Place, date and time of the hearing.
- (6) Right of violator to be represented by a lawyer.
- (7) Right of violator to present witnesses and evidence.
- (8) Notice that failure of violator to attend hearing may result in civil penalty being assessed against him.

(9) Notice that requests for continuances will not be considered if not received by the Hearing Officer at least ten (10) calendar days prior to the date set for hearing.

(c) The Hearing Officers shall call hearings on a monthly basis or upon the request of the Clerk of Court of Bay County, Florida. No hearing shall be set sooner than twenty (20) calendar days from the date of issuance ~~service~~ of the notice of violation.

(d) A hearing date shall not be postponed or continued unless a request for continuance, showing good cause for such continuance is received in writing by the Hearing Officer at least ten (10) calendar days prior to the date set for the hearing.

(e) All hearings of the Hearing Officer shall be open to the public. All testimony shall be under oath and shall be electronically recorded. Assuming proper notice, a hearing may proceed in the absence of the named violator.

(f) The proceedings at the hearing shall be recorded and may be transcribed at the expense of the party requesting the transcript. Minutes shall be kept of all hearings by each Hearing Officer.

(g) The Bay County Clerk of Court shall provide clerical and administrative personnel, services, forms and facilities as may be reasonably required by each Hearing Officer for the proper performance of his duties, and shall collect and pay over to the City all civil penalties, costs, and other sums due and payable hereunder, retaining such portion thereof as from time to time may be established by resolution of the City Council to compensate the Clerk for such assistance.

(h) Each case before a Hearing Officer shall be presented by the City Manager or his designee.

(i) The hearing need not be conducted in accordance with the formal rules relating to evidence and witnesses but fundamental due process shall be observed and shall govern the proceedings. Any relevant evidence shall be admitted if the Hearing Officer finds it competent and reliable, regardless of the existence of any common law or statutory rule to the contrary.

(j) The Hearing Officer may take testimony from the Code Inspector and the alleged violator. Each party shall have the right to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him to testify; and to rebut the evidence against him.

(k) The Hearing Officer shall make findings of fact based on evidence of record. In order to make a finding upholding the Code Inspector's decision, the Hearing Officer must find that a preponderance of the evidence indicates that the named violator was responsible for the violation of the relevant section of the Code as charged.

(l) If the named violator is found guilty of the violation, he may be held liable for the reasonable costs of the administrative hearing as set forth by the Bay County Clerk of Court. If the

Ordinance 1452

4

City prevails in prosecuting a case before the Hearing Officer, the City shall be entitled to recover all costs incurred in prosecuting the case before the Hearing Officer and such costs will be included in the lien authorized under Code Section 25.34.

(m) The fact-finding determination of the Hearing Officer shall be limited to whether the violation alleged did occur and, if so, whether the person named in the civil violation notice is responsible for that violation as provided in Section 25-17(c). Based upon this fact-finding determination, the Hearing Officer shall either reverse or affirm the decision of the Code Inspector as to the responsibility of the named violator for the Code violation, and shall issue an order affording the proper relief. If the Hearing Officer reverses the decision of the Code Inspector and finds the named violator not responsible for the Code violation alleged in the civil violation notice, the named violator shall not be liable for the payment of any civil penalty, absent reversal of the Hearing Officer's findings pursuant to Section 25-35. If the Hearing Officer affirms the decision of the Code Inspector, the Hearing Officer shall issue an order and shall determine a reasonable time period within which correction of the violation must be made. If the decision of the Hearing Officer is to affirm, then the following elements shall be included in the order:

- (1) Amount of civil penalty.
- (2) Administrative costs of hearing.
- (3) Date by which the violation must be corrected to prevent imposition of continuing violation penalties (if applicable) **or assessment (in the case of uncorrected violations of Chapter 15).**

Chapter 15).

(n) The Hearing Officer shall have the power to:

- (1) Adopt procedures for the conduct of hearings.
- (2) Subpoena alleged violators and witnesses for hearings; subpoenas may be served by the Law Enforcement Officers.
- (3) Subpoena evidence.
- (4) Take testimony under oath.
- (5) Assess and order the payment of civil penalties as provided herein; **and**
- (6) **In cases where the named violator is found guilty of a violation of Chapter 15, authorize the City's abatement following failure of the violator to correct the violation within the time ordered.**

the time ordered.

(o) The named violator may timely file an administrative appeal.

(1) A Hearing Officer shall postpone a hearing if the named violator, prior to the scheduled hearing date, files with a duly authorized City board of appropriate jurisdiction a timely administrative appeal concerning the interpretation or application of any technical provisions of the Code section allegedly violated. However, once an issue had been determined by a Hearing Officer in a specific case, that issue may not be further reviewed by a City board in that specific case. A named violator waives his right to administrative appeal to other City boards if the violator does not apply for such appeal prior to the violator's code enforcement hearing before the Hearing Officer.

(2) Upon exhaustion of a timely filed administrative appeal and finalization of the administrative order by such board, the Hearing Officer may exercise all powers given to him by this chapter. The Hearing Officer shall not, however, exercise any jurisdiction over such alleged Code violations until the time allowed for court appeal of the ruling of such board has lapsed or until such further appeal has been exhausted.

(3) The Hearing Officer shall be bound by the interpretations and decisions of duly authorized City boards concerning the provisions of the codes within their respective City jurisdictions. In the event such a board decides that an alleged violation of the Code is not in accordance with such board's interpretation of the Code provision on which the violation is based,

Ordinance 1452

5

the Hearing Officers shall not be empowered to proceed with the enforcement of the violation.

(p) If the owner of property which is subject to an enforcement action or proceeding transfers ownership of such property between the time the initial citation or citations were issued and the time of the hearing, such owner shall:

(1) Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee.

(2) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the transferor.

(3) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding.

(4) File a notice with the Hearing Officer of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within five (5) days after the date of transfer.

A failure to make the disclosure described in subparagraphs (p)(1)(2)(3) above, before the transfer creates a rebuttable presumption of fraud. If the property is transferred before the hearing, the proceeding shall not be dismissed but the new owner will be added as an additional party of record and thereafter shall be provided a reasonable period of time as determined by the Code Inspector to correct the violation before the hearing is held. Continuing violation penalties, if any, shall continue to accrue against the original party. No civil penalty or continuing violation penalties shall accrue against the new owner until and unless the new owner shall fail to correct the violation within the reasonable period provided to the new owner. All parties shall be jointly and severally liable for any penalties up to the amount common among them, and the amounts paid to the City shall be first applied to that common, joint and several amount.

(Ord. No. 560, § 1, 1-22-98; Ord. No. 773, § 1, 1-23-03)

SECTION 2. From and after the effective date of this ordinance Section 25-37 of the Code of Ordinances of the City of Panama City Beach, related to Code Enforcement is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Sec. 25-37. - Schedule of civil penalties.

The following table shows the sections of this Code, as they may be amended from time to time, which may be enforced pursuant to the provisions of this chapter; and the dollar amount of civil penalty for the violation of these sections.

The "descriptions of violations" below are for informational purposes only and are not meant to limit or define the nature of the violations or the subject matter of the listed Code sections, except to the extent that different types of violations of the same Code section may carry different civil penalties. For each Code section listed in the schedule of civil penalties, the entirety of that section may be enforced by the mechanism provided in this Chapter 25, regardless of

whether all activities proscribed or required within that particular section are described in the "Description of Violation" column. To determine the exact nature of any activity proscribed or required by this Code, the relevant Code section must be examined.

...		
<u>Section 12-4</u>	<u>Unlawful deposit of garbage or use of receptacle</u>	<u>\$250.00</u>
Section 12-5	Illegal use or possession of a visible refuse container	\$100.00
<u>Section 12-6</u>	<u>Littering</u>	<u>\$250.00</u>
Section 12-7	Requirement to keep property free of litter	\$250.00
Sections 15-18, 15-17(1)	<u>Maintenance of public nuisance</u> Accumulation of abandoned rubbish, trash, junk or other materials	\$250.00
Sections 15-18, 15-17(2)	Unlawful storage of junked automobiles	\$250.00
Sections 15-18, 15-17(3)	Detrimental conditions or uses of property	\$250.00

Ordinance 1452

7

AGENDA ITEM #

3

Sections 15-18, 15-17(4)	Unfit or unsafe dwelling or structure	\$250.00
Sections 15-18, 15-17(5)	Accumulation of <u>lumber, junk trash, abandoned materials, equipment or</u> undergrowth.	\$100.00
Sections 15-18, 15-17(6)	<u>Excessive</u> Grass or vegetation over <u>one-foot</u>	\$100.00
Sections 15-18, 15-17(7)	Stockpiling construction material	\$250.00
<u>Sections 15-18, 15-17(8)</u>	<u>Maintenance of attractive nuisance</u>	<u>\$250.00</u>
<u>Section 15-18, 15-17(9)</u>	<u>Physical or unsanitary conditions</u>	<u>\$250.00</u>
<u>Section 15-18, 15-17(11)</u>	<u>Conditions contributing to or causing contamination of air, food or drink</u>	<u>\$250.00</u>
<u>Section 15-18, 15-17(12)</u>	<u>Fire Hazards.</u>	<u>\$250.00</u>

SECTION 3. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 4. The appropriate officers and agents of the City are authorized

and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 4. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of _____, 2018.

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____, 2018.

MAYOR

Published in the _____ on the ____ day of _____, 2018.

Ordinance 1452
9

AGENDA ITEM #

3

Posted on pcbgov.com on the _____ day of _____, 2018.

Ordinance 1452
10

AGENDA ITEM # 3

**REGULAR
ITEM 4**



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
CODE ENFORCEMENT

2. MEETING DATE:
May 10, 2018

3. REQUESTED MOTION/ACTION:

CONSIDER FIRST READING OF ORDINANCE 1453 AMENDING THE CITY'S CODE OF ORDINANCES RELATED TO VACANT AND ABANDONED PROPERTY

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? Yes No N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

AT ITS MARCH MEETING, THE PLANNING BOARD DIRECTED STAFF TO PREPARE AN ORDINANCE REQUIRING THAT BOARDS USED TO SECURE VACANT PROPERTIES BE PAINTED TO MATCH THE BUILDING EXTERIOR. BECAUSE THE PROPOSED REGULATION DOES NOT REQUIRE AN AMENDMENT OF THE CITY'S LAND DEVELOPMENT CODE, NO FORMAL ACTION OR RECOMMENDATION IS REQUIRED BY THE PLANNING BOARD.

IF THE CITY APPROVES FIRST READING OF THE ORDINANCE, STAFF WILL PREPARE NOTICE OF A PUBLIC HEARING AND SECOND READING OF THE ORDINANCE.

STAFF RECOMMENDS APPROVAL.

ORDINANCE NO. 1453

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES RELATING TO VACANT AND ABANDONED PROPERTY; PROVIDING THAT BOARDS USED TO SECURE DOORS AND WINDOWS SHALL BE PAINTED TO MATCH THE BUILDING EXTERIOR; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH:

SECTION 1. From and after the effective date of this ordinance Section 15-1 of the Code of Ordinances of the City of Panama City Beach, related to boarding of vacant buildings is created to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Sec. 15-1. Boarding of vacant buildings.

- (a) Every person owning or having control of a vacant building shall lock, board or otherwise secure all windows, doors and openings of the building to restrict entry by unauthorized persons.
- (b) Any board used or required to secure the exterior structure of a vacant building shall be painted with an exterior grade paint that matches the color of the exterior structure.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

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SECTION 3. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 4. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of _____, 2018.

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____, 2018.

MAYOR

Published in the _____ on the ____ day of _____, 2018.

Posted on pcbgov.com on the ____ day of _____, 2018.

Ordinance 1453
Page 2 of 2

AGENDA ITEM # 4

**REGULAR
ITEM 5**



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
CODE ENFORCEMENT

2. MEETING DATE:
MAY 10, 2018

3. REQUESTED MOTION/ACTION:

CONSIDER FIRST READING OF ORDINANCE 1454 AMENDING THE LDC RELATED TO WINDOW SIGNS

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

The current LDC prohibits Window Signs whose aggregate sign area exceeds 25% of the building glass area. 5.07.04. Included in the definition of window signs are things literally on the glass, (5.07.01 (Window Sign (i)) and materials within 6' of the glass which appear to be so displayed so as to attract the attention of the public (5.07.01(Window Sign (ii)) . The current definition of Window Sign was amended in 2013 to expand the distance of subsection (ii) category to things within 6' of the glass from the then current standard of 2'.

At its March meeting, the Code Enforcement Manager requested that the LDC be amended to return to the 2' standard. The Planning Board recommended approval of the proposed Ordinance at its April meeting.

If the City approves First Reading of the Ordinance, staff will prepare Notice of a Public hearing and Second Reading of the Ordinance.

Staff recommends approval.

ORDINANCE NO. 1454

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING SECTION 5.07.01 OF THE CITY'S LAND DEVELOPMENT CODE RELATED TO WINDOW SIGNS; PROVIDING FOR CODIFICATION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH:

SECTION 1. From and after the effective date of this ordinance, Section 5.07.01 of the Land Development Code of the City of Panama City Beach related to Window Signs, is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

5.07.01 Definitions and Short Title. This section 5.07.00 shall be known as the "City of Panama City Beach Sign Code." (Ord. #1254, 11/14/13)

As used in this section, the following additional, defined terms have the meanings assigned to them. When one or more defined terms are used together, their meanings shall also be combined as the context requires or Permits.

....

Window Sign: any opaque or translucent **Sign** of any material which is (i) painted on, etched into, applied to, attached to or projected upon or within the exterior or interior of a **Building Glass Area**, or (ii) located within two(2) ~~six(6)~~ feet of the interior side of a **Building Glass Area** and displayed under circumstances indicating that the primary purpose of such **Sign** is to attract the attention of the public through the window, whose alphabetic or pictorial symbols or representations are visible by a pedestrian at ground level on any **Street**, the water's edge of the Gulf of Mexico, or any adjoining **Premises**.

SECTION 2. All ordinances or parts of ordinances in conflict herewith

are repealed to the extent of such conflict.

SECTION 3. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of _____, 2018.

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____, 2018.

MAYOR

Published in the _____ on the ____ day of _____, 2018.

Posted on pcbgov.com on the ____ day of _____, 2018.

REGULAR

ITEM 6



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
CODE ENFORCEMENT/ADMINISTRATION

2. MEETING DATE:
MAY 10, 2018

3. REQUESTED MOTION/ACTION:
CONSIDER FIRST READING OF ORDINANCE 1459 PROHIBITING THE PARKING OF SEMITRAILERS AND TRUCK TRACTORS ON UNPAVED CITY ROW

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
THE CITY HAS RECEIVED COMPLAINTS OF SEMITRAILERS AND TRUCK TRACTORS PARKED IN THE UNPAVED CITY RIGHT OF WAY OF NEIGHBORHOOD STREETS. WHILE THESE LARGE VEHICLES MAY BE LOCATED OFF THE PAVED RIGHT OF WAY USED FOR VEHICULAR TRAVEL, THEIR PLACEMENT ON NEIGHBORHOOD RIGHT OF WAYS OFTEN OBSTRUCTS SIGHT PATHS. BECAUSE THESE VEHICLES ARE SO LARGE AND CAN ONLY USED FOR COMMERCIAL PURPOSES, COMPLAINTS ALSO ARISE REGARDING THESE VEHICLES' INCOMPATIBILITY WITH THE RESIDENTIAL NATURE OF MANY CITY NEIGHBORHOODS.

STAFF RECOMMENDS A PROHIBITION OF SEMITRAILER AND TRUCK TRACTOR PARKING IN THE UNPAVED CITY RIGHT OF WAY, WITH EXCEPTIONS FOR SUCH PARKING DUE TO AN EMERGENCY OR AT THE DIRECTION OF LAW ENFORCEMENT.

IF THE COUNCIL APPROVES FIRST READING OF THIS ORDINANCE, STAFF WILL PREPARE AND PUBLISH NOTICE OF A SECOND READING AND PUBLIC HEARING FOR ADOPTION OF THE ORDINANCE.

AGENDA ITEM # 6

ORDINANCE NO. 1459

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING CHAPTER 22 OF THE CITY'S CODE OF ORDINANCES RELATED TO TRAFFIC AND MOTOR VEHICLES; PROHIBITING THE PARKING OF SEMITRAILERS AND TRUCK TRACTORS ON THE UNMARKED OR UNPAVED PORTIONS OF CITY RIGHT OF WAY; PROVIDING EXCEPTIONS; PROVIDING FOR THE REMOVAL OF OFFENDING VEHICLES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH:

SECTION 1. From and after the effective date of this ordinance Section 2-16 of the Code of Ordinances of the City of Panama City Beach, related to Council Meetings is created to read as follows:

Sec. 22-27. Semi Truck Parking on shoulder of ROW prohibited.

- (a) No Truck Tractor or Semitrailer, as those vehicles are defined by Section 320.01, FS (2017) shall be parked, stopped or allowed to stand on an unmarked or unpaved portion of any City right-of-way. This provision shall not apply to vehicles parked or stopped on an unmarked or unpaved portion of a right of way in the event of an emergency or at the direction of a law enforcement officer.
- (b) Offending vehicles may be removed by the City and stored at the owner's expense. In addition to any other remedy provided by law, compliance with this Section 22-27 may be enforced by the remedies and procedures set forth in Chapter 25 of this Code (the Code Enforcement Hearing Officer System).

SECTION 2. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 3. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this

Ordinance within the Panama City Beach Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 4. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of _____, 2018.

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____, 2018.

MAYOR

Published in the _____ on the ____ day of _____, 2018.

Posted on pcbgov.com on the ____ day of _____, 2018.

AGENDA ITEM # 6

**REGULAR
ITEM 7**



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
CODE ENFORCEMENT/LEGAL

2. MEETING DATE:
MAY 10, 2018

3. REQUESTED MOTION/ACTION:
APPROVE FIRST READING OF ORDINANCE 1460 UPDATING CHAPTER 12 OF CITY CODE RELATED TO GARBAGE AND TRASH

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
IN RECENT MONTHS, CODE ENFORCEMENT HAS VOICED FRUSTRATION WITH THEIR ABILITY TO EFFECITVELY ADDRESS THE DUMPING OF TRASH AND OTHER DEBRIS UNDER CHAPTER 12 OF THE CITY'S CODE. WHILE CHAPTER 12 CONTAINS MANY PROHIBITIONS, THEY ARE SPECIFIC TO CERTAIN TYPES OF TRASH (EG, GARBAGE, VS. LITTER VS TRASH VS REFUSE VS WASTE MATERIAL) SUCH THAT THE PROHIBITIONS HAVE A VERY LIMITED SCOPE AND ARE OF LITTLE UTILITY TO THE OFFICERS ATTEMPTING TO CLEAN UP TRASH AND DEBRIS ON PROPERTIES THROUGHOUT THE CITY.

STAFF RECOMMENDS REVISION TO THE ORDINANCE TO EXPAND THE SCOPE OF THE PROHIBITIONS TO ALL TYPES OF TRASH CURRENTLY DEFINED BY THE CODE. STAFF ANTICIPATES ADOPTION OF THIS ORDINANCE WILL IMMEDIATELY AND DIRECTLY ASSIST THE CITY'S CODE ENFORCEMENT OFFICERS IN THEIR EFFORTS TO CLEAN UP TRASH RELATED NUISANCES IN THE CITY.

ORDINANCE NO. 1460

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, UPDATING AND AMENDING CHAPTER 12 OF THE CITY'S CODE OF ORDINANCES RELATED TO GARBAGE AND TRASH; MOVING ALL DEFINED TERMS TO SECTION 12-1, DEFINITIONS; REQUIRING THE DEPOSIT OF LITTER IN RECEPTACLES; REQUIRING OWNERS TO PROVIDE ADEQUATE RECEPTACLES FOR LITTER, GARBAGE AND TRASH; PROHIBITING THE NEGLECT OF REFUSE CONTAINERS, THE DEPOSIT OF GARBAGE AND LITTER IN THE STREETS OR OTHER UNAUTHORIZED LOCATIONS, PROVIDING THAT VIOLATIONS OF CHAPTER 12 MAY BE ENFORCED BY THE REMEDIES AND PROCEDURES SET FORTH IN CHAPTER 25 OF THE CODE RELATED TO CODE ENFORCEMENT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH:

SECTION 1. From and after the effective date of this ordinance Chapter 12 of the Code of Ordinances of the City of Panama City Beach, related to Garbage and Trash is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Chapter 12 GARBAGE AND TRASH

Sec. 12-1. Definitions.

Sec. 12-2. Duty to furnish receptacles.

Sec. 12-3. Deposit of garbage or trash in receptacles.

Sec. 12-4. Prohibited practices and violations.

Sec. 12-5. Refuse containers and compactors visible from Scenic Corridors; where prohibited; exceptions; variances, etc.

Sec. 12-6. Littering.

Sec. 12-7 Requirement to keep property free of litter.

Sec. 12-1. Definitions.

The following words or phrases, when used in this chapter, shall have the meaning ascribed to them:

Dry garbage shall mean any and all papers, bags, sacks, cartons, containers and boxes which have not come into contact with animal, fruit and vegetable matter or from which obnoxious odors cannot be emitted and to which flies and other insects will not be attracted.

Garbage is putrescible animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.

Garbage box shall mean any wooden, metallic, plastic or fiberglass box or can constructed so that the contents will be kept dry and intact therein and in which dry garbage only shall be deposited. The size, design and location of all garbage boxes shall be approved by the city manager or his authorized agent.

Garbage can shall mean an impervious cylindrical, metallic, plastic or fiberglass can constructed of not less than no. 28 gauge material which has a permanent bottom constructed as a part thereof, a removable lid so designed as to act as a close-fitting hood and which has two (2) handles placed on opposite sides near the top to facilitate the lifting and handling thereof. No can shall be of more than thirty-two-gallon capacity.

Litter shall mean "dry garbage," "moist garbage," "trash," "waste material" as defined in this chapter, discarded packaging and containers such as bottles, cans, cups, cigarette butts, bottle caps, loose paper and handbills, or any material similar to any of the foregoing, but excluding natural deposits of seaweed.

Moist garbage shall mean any and all animal, fruit and vegetable refuse matter, whether cooked or raw, or any can, container or other material from which any animal, fruit or vegetable matter has been removed which might become sour, spoiled, rotten or putrid and from which obnoxious odors are liable to be emitted or to which flies or other insects are liable to be attracted.

Receptacle shall mean and include garbage box, garbage can, refuse container, or refuse container, or trash container as defined in this chapter, or any container designed to temporarily hold garbage, litter, refuse, rubbish, trash or waste materials as defined by this chapter.

Refuse is all putrescible and nonputrescible solid waste (except body waste), including garbage, rubbish, ashes, street cleanings, dead animals, and solid market and industrial waste.

Refuse container is any movable container intended or used to collect or store refuse, including without limitation, garbage cans, dumpsters and vehicles used to store and remove refuse.

Refuse compactor is any movable or fixed mechanical device intended or used to

compress refuse, with or without storage capacity.

Rubbish is nonputrescible solid waste consisting of both combustible and noncombustible waste, such as paper, cardboard, tin cans, construction debris, clippings, wood, grass, bedding, crockery and similar materials.

Scenic Corridor shall have the meaning ascribed in Section 1.07.02 of the City's Land Development Code.

Trash shall mean yard clippings, grass cuttings, leaves, moss, palm fronds, branches, limbs (not to exceed six (6) inches in diameter and four (4) feet in length) and such other small rubbish, other than that as defined in the terms "moist garbage" and "dry garbage", as ordinarily accumulates about a residential premises.

Trash container shall mean any container constructed not to exceed one-half cubic yard (thirteen and one-half (13½) cubic feet) to hold yard clippings, grass clippings, grass cuttings and leaves. Branches, limbs and such other small trash, except palm fronds of such a size and nature too large for these containers, shall be cut and piled in lengths not to exceed four (4) feet.

Waste material shall mean and include sand, wood, stone, brick, cement, concrete, roofing and other refuse building materials usually left over from a construction or remodeling project, and trees, tree limbs, except as otherwise provided for in the definition of "trash," tree trunks and tree stumps, furniture and appliances, mechanical equipment or parts, tools, motor vehicle parts, and tires.

Sec. 12-2. Duty to furnish receptacles.

It shall be the duty of all owners of residences, businesses, professional offices, stores, shops, restaurants, hotels, boardinghouses, apartment houses or other establishments in the city to supply **or cause to be supplied** each of such establishments with **adequate receptacles for the deposit of litter, garbage and trash** ~~garbage cans or garbage boxes.~~

Sec. 12-3. Deposit of garbage or trash in receptacles.

All **litter**, garbage and trash shall be deposited in receptacles provided for that purpose. Prior to depositing the same for collection in garbage cans or garbage boxes, the owner or customer shall crush or collapse, as nearly as possible, all wooden or cardboard boxes or crates.

Sec. 12-4. Prohibited practices and violations.

(a) It is hereby declared unlawful and a violation of this chapter for any person to do or permit to be done any of the following acts or practices:

(1) Depositing on, or burning in, or causing to be deposited on or buried in any land, public square, street, alley, vacant lot or unoccupied lot, the waters of the Gulf of Mexico, or any creek, watercourse or ditch within the city limits, any **litter** garbage or other

noxious, malodorous or offensive matter;

(2) Depositing or placing in or causing to be deposited or placed in a garbage can any materials other than those defined in this article as moist or dry garbage;

(3) Depositing or placing in or causing to be deposited or placed in a garbage box any material other than those defined in this article as dry garbage;

(4) Failing or neglecting to keep or causing to be kept clean and sanitary or tightly covered and in a good state of repair all refuse containers, garbage cans and garbage boxes;

~~(5) Using or supplying garbage cans and garbage boxes other than those defined and provided for in this article.~~

~~(5)-(6)~~ Placing or allowing to be placed upon the streets, alleys, curbing or sidewalks of the city any garbage, litter, rubbish, sweepings, debris, trash or waste materials of any kind which might be a menace to traffic, both vehicular and pedestrian, or which might endanger the proper operation of the city's sewer or drainage system;

~~(6)-(7)~~ Collecting or permitting to be collected by anyone the garbage, trash or waste material from any receptacle ~~garbage can or garbage box~~ other than by persons regularly employed by the city for that purpose or by persons working under contract with the city by a special written permit or franchise from the city council;

~~(7)-(8)~~ Depositing or placing or causing to be deposited or placed litter, garbage, trash or waste materials any place except at designated locations;

~~(8)-(9)~~ Allowing or permitting garbage receptacles to remain along the curb of the street for a longer period of time than is necessary and reasonable after collection has been made and the receptacles have been emptied of their contents; and

~~(9)-(10)~~ Depositing, placing or causing to be placed garbage, trash or waste materials in the ~~garbage can, garbage box, trash container or waste receptacle~~ of another without that person's consent therefor.

(b) In addition to any other penalty provided by law, compliance with this Section 12-4 may be enforced by the remedies and procedures set forth in Chapter 25 of this Code (the Code Enforcement Hearing Officer System).

Sec. 12-5. Refuse containers and compactors visible from Scenic Corridors; where prohibited; exceptions; variances, etc.

(a) Definitions.

~~Refuse~~ is all putrescible and nonputrescible solid waste (except body waste), including garbage, rubbish, ashes, street cleanings, dead animals, and solid market and industrial waste.

~~Garbage~~ is putrescible animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.

~~Rubbish~~ is nonputrescible solid waste consisting of both combustible and noncombustible waste, such as paper, cardboard, tin cans, construction debris, clippings, wood, grass, bedding, crockery and similar materials.

~~Refuse container~~ is any movable container intended or used to collect or store refuse, including without limitation, garbage cans, dumpsters and vehicles used to store and remove refuse.

~~Refuse compactor~~ is any movable or fixed mechanical device intended or used to

~~compress refuse, with or without storage capacity.~~

~~(b)~~ Where prohibited. It shall be unlawful for any person to own, use or possess a refuse container or refuse compactor visible by a pedestrian standing within the vehicular right-of-way of a Scenic Corridor or on the sandy Gulf beach.

~~(b)(c)~~ Exceptions. Nothing herein shall prohibit:

(1) The ownership, use or possession of a refuse container on a residential lot intended and used exclusively to collect and store for removal garbage and trash provided such container is used exclusively for garbage and trash generated by property occupants on the site on which such container is located, and such container is not located adjacent to a vehicular right-of-way for more than twelve consecutive hours in any three day period. This exception from the prohibition set forth in subsection ~~(a)~~ ~~(b)~~ above shall not apply to residential lots fronting Front Beach Road or Oleander Drive south of Front Beach Road.

(2) The ownership, use or possession of any single, isolated refuse container equal to or less than fifty-five (55) gallons in capacity and intended to be used by the general public as a litter receptacle, provided that such receptacle shall be kept and maintained in a neat and clean condition.

~~(c)~~ ~~(d)~~ Variances. The city council may authorize upon request in specific cases, any such variance from the terms of this section as will not be contrary to the public health, safety, or welfare, or the aesthetic considerations promoted by this section, where, owing to special conditions or circumstances not attributable to the person requesting such variance, a literal enforcement of the provisions of this ordinance would result in unnecessary hardship. Any such variance may be upon such continuing terms and conditions as the city council may specify.

(d) In addition to any other penalty provided by law, compliance with this Section 12-5 may be enforced by the remedies and procedures set forth in Chapter 25 of this Code (the Code Enforcement Hearing Officer System).

Sec. 12-6. Littering.

(a) It is hereby declared unlawful and a violation of this chapter for any person throw or deposit litter on any property within the City, whether owned by such person or not, except in appropriate receptacles maintained for such purpose and in such a manner that such litter will be prevented from being carried or disbursed by the elements upon the same or any other property.

(b) In addition to any other penalty provided by law, compliance with this Section 12-7 may be enforced by the remedies and procedures set forth in Chapter 25 of this Code (the Code Enforcement Hearing Officer System).

Sec. 12-7 Requirement to keep property free of litter.

(a) It is hereby determined that every person, firm or corporation owning, occupying, or entitled to possession or control of real property located in whole or in part within a Scenic Corridor, or entitled to protection of common-law rights pursuant to Florida Statutes section 161.201 with respect to property lying between the waters of the Gulf of Mexico and the Erosion Control Line established by the State of Florida, has a duty to keep such property free of litter.

(b) It is hereby declared unlawful and a violation of this section and code for any person, firm or corporation described in subsection (a) to cause or allow litter to be deposited or to remain regardless of its source upon any property which is subject to the duty recognized and imposed upon such person, firm or corporation by subsection (a), except in containers lawfully provided therefore.

(c) In addition to any other penalty provided by law, compliance with this Section 12-7 may be enforced by the remedies and procedures set forth in Chapter 25 of this Code (the Code Enforcement Hearing Officer System).

SECTION 2. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 3. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 4. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of _____, 2018.

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM # 7

EXAMINED AND APPROVED by me this _____ day of _____, 2018.

MAYOR

Published in the _____ on the _____ day of _____, 2018.

Posted on pcbgov.com on the _____ day of _____, 2018.

AGENDA ITEM # 7

**REGULAR
ITEM 8**



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Public Works / Kathy Younce

2. MEETING DATE:

05/10/18

3. REQUESTED MOTION/ACTION:

Approve the Professional Services Agreement and Task Order 2018-01 for Bay Parkway Phase II project with Gortemoller Engineering, Inc., in the amount of \$698,446.45.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

Based on the resolution that was approved by City Council April 2018 to enter into negotiations with Gortemoller Engineering Inc. (GE) as a consultant for Bay Parkway Phase II a Professional Services Agreement has been prepared (see attached). Staff requested and has received a proposed Task Order 2018-01 (see attached) from Gortemoller Engineering Inc. (GE) to perform their first assignment under this agreement.

May 3, 2018 a meeting was held to discuss the Bay Parkway Phase II project and it's anticipated scope (see attached). Task Order 2018-01 provides the tasks necessary to permit and design this roadway. This includes: professional survey, phase I environmental assessment, geotechnical investigation, wetland delineation, roadway and stormwater engineering design, environmental and stormwater permitting, traffic analysis, signalization analysis, utility coordination, and approval through FDOT, the City of Panama City Beach and Bay County.

Staff recommends approval of this proposal for a total project cost in the amount of \$698,446.45. This project was not budgeted this year and therefore a budget amendment is attached. The budget amendment is necessary to appropriate the expenditure funded through the half cent surtax.

RESOLUTION 18-91

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH GORTEMOLLER ENGINEERING, INC. FOR THE ENGINEERING DESIGN SERVICES RELATED TO THE CITY'S BAY PARKWAY SEGMENT 2 ROADWAY PROJECT; APPROVING A TASK ORDER IN A LUMP SUM AMOUNT OF \$698,446.45 FOR NUMEROUS DESIGN AND PLANNING TASKS FOR THE PROJECT; DESIGNATING USE OF THE HALF-CENT INFRASTRUCTURE SALES TAX FOR THE PROJECT; AND APPROVING A BUDGET AMENDMENT TO APPROPRIATE FUNDS FOR THE PROJECT.

BE IT RESOLVED by the City Council of the City of Panama City Beach that:

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Professional Services Agreement between the City and Gortemoller Engineering, Inc., for the engineering design services relating to the City's Bay Parkway Segment 2 Roadway project, in substantially the form and at the rates attached as Exhibit A to this Resolution and presented to the Council, with such changes, insertions or omissions as may be approved by the City Manager and whose execution of such Agreement shall be conclusive evidence of such approval.
2. The appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Task Order No. 1 to the Professional Services Agreement between the City and Gortemoller Engineering, Inc., relating to numerous design and planning activities for Bay Parkway Segment 2, for a lump sum amount of Six Hundred Ninety Eight Thousand Four Hundred Forty Six Dollars and Forty Five Cents(\$698,446.45), in substantially the form attached as Exhibit B and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager whose execution of such Agreement shall be conclusive evidence of such approval.
3. The City Council finds and determines that the Bay Parkway Segment 2 project for which these engineering design services are necessary will improve traffic flow, capacity and safety by reducing the demand on the Panama City Beach Parkway between Highway 79 and Nautilus Street, and hereby directs that the proceeds received by the City from the local government infrastructure surtax levied pursuant to Bay County Ordinance 16-21 be used to fund the engineering design, survey, permitting and construction administration services contemplated herein for the Bay Parkway Segment 2 Project.
4. The following budget amendment (#24) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2017, and ending September 30, 2018, as shown in and in accordance with the attached and incorporated Exhibit C.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of _____, 2018.

CITY OF PANAMA CITY BEACH

By _____
MIKE THOMAS, MAYOR

ATTEST:

JO SMITH, CITY CLERK

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF PANAMA CITY BEACH AND GORTEMOLLER ENGINEERING, INC.
RELATING TO
PROFESSIONAL ENGINEERING DESIGN, SURVEY, PERMITTING AND
CONSTRUCTION ADMINISTRATION SERVICES
FOR BAY PARKWAY SEGMENT 2 ROADWAY PROJECT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2018, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation ("City") and **GORTEMOLLER ENGINEERING, INC.** ("Engineer").

NOW, THEREFORE, in consideration of the following covenants, it is agreed:

1. SCOPE OF PROFESSIONAL SERVICES:

A. The City retains the Engineer to diligently, competently and timely perform the scope of services described in Exhibit A and incorporated herein (the "Professional Services") on an as-needed basis. Upon request, Engineer will prepare a detailed, project specific scope of work for each task and phase of work to be undertaken in accordance with the general scope of services described in this agreement and in the request for statements of qualification which led to this Agreement. The proposed scope of work shall include a schedule for the work and, separately stated, a proposed fee. The proposed fee shall be (i) a stipulated sum or (ii) a stipulated sum plus one or more specified allowances which may be authorized by the City Manager or his designee or (iii) a fee determined on a time-involved basis at the hourly rates specified on Exhibit B which shall include a maximum cost.

B. If accepted by the City, the proposed scope of work shall be incorporated into a task order in materially the form set forth as Exhibit C (each a "Task Order"). Each Task Order shall be numbered and dated, incorporate this Agreement and any additional terms related to that specific Task Order, and shall be signed both by the City and by the Engineer. If a term herein conflicts with a term in a Task Order, the term in the Task Order shall control to the extent of such conflict.

C. Engineer acknowledges that the City may, in its sole and unfettered discretion enter agreements with one or more engineering firms to assist the City with general water/wastewater engineering projects within the Bay Parkway project area and that any of those tasks will be outside the scope of this Agreement. Engineer agrees to include within the task order scope the resources needed to coordinate with other City retained engineers, if any, and share surveys and base drawing files upon request.

2. COMPENSATION AND PAYMENT:

Exhibit A

A. Engineer's compensation for the services described in each scope of work shall be stated or incorporated in the Task Order related to that scope. Hourly compensation shall be determined in increments of one-tenth (1/10) of an hour.

B. In addition, with prior, written authorization by City, the Engineer shall be reimbursed for reasonable out-of-pocket expenses upon submission of adequate documentation. The Engineer shall invoice the City at actual costs times a factor of 1.10 for all out-of-pocket costs including sub-consultants (if required). Records of costs incurred under the terms of this Agreement shall be maintained by the Engineer and made available to the City during the period of this Agreement, and for one (1) year after the final payment is made. Copies of these documents and records shall be furnished to the City without cost.

C. Upon written instruction by the City, the Engineer shall perform additional work necessary or convenient to complete the services for which a Task Order is entered, and which are mentioned or referenced in this Agreement. The Engineer shall be entitled to additional compensation unless such work is required as a result of error, omission, or negligence by the Engineer. The additional compensation shall be computed by the Engineer on a revised fee quotation proposal and submitted to the City for written approval. If the parties cannot agree, Engineer's initial compensation will be such amount as the City shall determine in good faith to be the fair value of such services, and such amounts shall be paid to Engineer in monthly installments as set forth elsewhere in this Agreement. In the event the City shall unilaterally determine the amount to be paid for such services, Engineer shall have the right, to be exercised by written notice delivered to the City within twenty (20) days after the City Council shall unilaterally determine such amount, to have the value of such services determined by binding arbitration pursuant to the Florida Arbitration Code and in accordance with the rules of the American Arbitration Association. The Engineer and the City each shall select one arbitrator and those two shall select a third. Each arbitrator shall be familiar by trade or occupation with roadway engineering and construction. The decision of any two (2) arbitrators shall be conclusive and may be enforced in any court of competent jurisdiction in the State of Florida. Each party shall promptly pay when billed, including in advance, one-half of all arbitration fees and costs. The prevailing party shall recover from the other its reasonable attorney's fees and costs, including fees and costs incurred in arbitration and in any action in any court of competent jurisdiction in the State of Florida to enforce the arbitration award, including appeal. Should the arbitrators award Engineer an amount equal to or less than the amount that the City has unilaterally determined, Engineer shall nonetheless be paid the amount unilaterally determined by the City but the City shall be deemed the prevailing party and Engineer shall pay the City's reasonable attorney's fees.

D. In the event that additional outside services are required due to unforeseen conditions, the Engineer shall:

20180507

1) Obtain a written proposal from the firm designated to render the required services, and submit such proposal to the City for written approval.

2) If the services are such that registration is required to perform them, the Engineer shall select a firm that is registered in the State of Florida.

3) If the proposal is approved in writing by the City, the Engineer shall enter into a contract with the firm for the furnishing of such services in accordance with the proposal.

4) The Engineer shall submit a minimum of five (5) printed copies and one (1) digital copy of deliverables for all required services to the City, unless otherwise directed by the City.

5) Upon approval by the City of such reports, the City shall reimburse the Engineer for the cost of such services, which cost shall not exceed 1.10 times the amount of the proposal.

6) Services rendered by the Engineer in connection with the coordination of these additional services shall be considered within the scope of the basic contract, and no additional fee shall be due the Engineer except as part of the multiplier stated in immediately preceding subsection 2.D.5.

E. At the end of each month during which a Task Order shall be outstanding, the Engineer shall submit a separate invoice for services rendered during that month with respect to each Task Order, as follows:

1) Where a stipulated sum is specified, the City shall pay Engineer in monthly installments based upon the percentage of satisfactory completion. In support of payment, Engineer shall monthly submit a request for payment describing the work done, percentage of completion and amount requested to be paid, all by reference to line items in the scope of services where available.

2) Where fees are computed on a time-involved basis, the City shall pay Engineer monthly in arrears upon receipt of an itemized statement in form and detail reasonably acceptable to City.

F. The acceptance by the Engineer, its successors, or assigns, of any Final Payment due upon the termination of this Agreement, shall constitute a full and complete release of the City from any and all claims or demands regarding further compensation for authorized Services rendered prior to such Final Payment that the Engineer, its successors, or

20180507

assigns have or may have against the City under the provisions of this Agreement. This Section does not affect any other portion of this Agreement that extends obligations of the parties beyond Final Payment.

3. SCHEDULE:

A. The estimated schedule for the services required shall be included in each Task Order and related scope of services.

B. The City shall give prompt written notice to the Engineer whenever the City observes or otherwise becomes aware of any development that affects the timing or delivery of the Engineer's services. If the Engineer has been delayed in completing its services through no fault or negligence of either the Engineer or any Specialty Consultant, and, as a result, will be unable complete timely performance fully and satisfactorily under the provisions of this Agreement, then the Engineer shall promptly notify the City. At the City's sole discretion, and only upon the previous submittal to the City of evidence of the causes of the delay, the City may grant the Engineer an extension of its Project schedule equal to the period the Engineer was actually and necessarily delayed, subject to the City's rights to change, terminate, or stop any or all of the services at any time in accordance with this Agreement.

4. CITY'S RESPONSIBILITY: The City shall furnish the Engineer with all existing data, plans, profiles, and other engineering information available and useful in connection with the proposed project now on file with the City which shall be returned to the City upon the completion of the services to be performed by the Engineer, unless such data, plans, profiles, and other data are necessary for daily operations; then such forms of information shall be promptly duplicated by the Engineer and the originals returned to the City.

5. CITY'S DESIGNATED REPRESENTATIVE: It is understood and agreed that the City designates the City Engineer or his or her designated representative to represent the City in all technical matters pertaining to and arising from the work and performance of this Agreement, whose responsibility shall include:

A. Examination of all reports, sketches, drawings, cost estimates, proposals and other documents presented by the Engineer, and rendering in writing decisions pertaining thereto within a reasonable time so as not to materially delay the work of the Engineer.

B. Transmission of instructions, receipt of information, interpretation, and definition of City policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

C. Give prompt written notice to the Engineer whenever the City observes or otherwise becomes aware of any defects or changes necessary in the Project.

6. CHANGES IN SCOPE: The City may, from time to time, request changes in the scope of work. Such changes, including any increase or decrease in the amount of the Engineer's compensation, shall not be binding unless mutually agreed upon by and between the City and the Engineer, and incorporated in written amendments to this Agreement.

7. TERMINATION:

A. The City may terminate this Agreement for cause upon written notice to Engineer if Engineer fails to diligently, competently and timely perform any of the work, fails to cooperate with others associated with the work, or otherwise fails to perform or observe any material covenant, representation or warranty contained in this Agreement. Engineer may terminate this Agreement for cause upon written notice to City if City fails to perform or observe any material covenant, representation or warranty contained in this Agreement. In the event of such termination, the parties shall be entitled to the rights and remedies provided by law. If the City wrongfully terminates this Agreement, the City shall be responsible to Engineer solely for the reasonable value of the work performed by the Engineer prior to the City's wrongful action, including reasonable overhead and profit on the work performed, less prior payments made. Under no circumstances shall Engineer be entitled to overhead and profit on work not performed.

B. City may terminate this Agreement at any time without cause upon written notice to Engineer. Should the City terminate this Agreement without cause, City shall pay Engineer for work performed through the date of Notice of Termination, including overhead and profit, and shall have no further responsibility to Engineer.

8. TERM: Unless terminated sooner pursuant to the provisions of the "TERMINATION" clauses contained in Paragraph 7 of this Agreement, and subject to the availability of appropriated funds, the term of this Agreement shall commence on the date of execution of this Agreement by the City and continue through the completion of construction of Bay Parkway Segment 2 Project. It is also agreed that the City shall have an option for extension of this Agreement, as necessary to complete the services or to provide additional services.

9. INDEMNIFICATION: The Engineer hereby does indemnify and hold the City harmless of any and all claims, actions, or suits to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Engineer or any person employed or utilized by the Engineer in the performance of professional services hereunder, to the

20180507

fullest extent permitted by Section 725.08(1), *Florida Statutes* (2017). The specific consideration given for the promises of the Engineer set forth in this paragraph is one dollar (\$1) in hand paid by the City to the Engineer, receipt whereof is hereby acknowledged and the adequacy of which the Engineer accepts as completely fulfilling the obligations of the City. The provisions of this Section shall survive termination of this Agreement.

10. INSURANCE:

A. The Engineer shall procure and maintain during the life of this Agreement insurance of the following types:

1) Worker's Compensation: For all of his or her employees engaged in work on the project under this Agreement. In case any employee engaged in hazardous work on the project is not protected under the Worker's Compensation Statute, the Engineer shall provide Employer's Liability Insurance for the protection of such of his or her employees not otherwise protected under such provisions.

Coverage A – Worker's Compensation - \$100,000 each employee/\$500,000 policy limit for accident, \$100,000 each disease

Coverage B – Employer's Liability - \$1,000,000.00

- 2) Liability: Comprehensive General Liability insurance including, but not limited to:
- a) Independent Contractor's Liability;
 - b) Contractual Liability;
 - c) Personal Injury Liability.

The minimum primary limits shall be no less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate Personal Injury Liability, and no less than \$500,000 Property Damage Liability, or \$2,000,000 Combined Single Limit Liability, or higher limits if required by any Excess Liability Insurer. City shall be named as additional insured pursuant to an additional insured endorsement on ISO Form 20 10 10 01 (or superseding form) providing comprehensive general liability coverage for completed operations in addition to on-going operations.

3) Automobile Liability: Automobile Liability insurance including all owned, hired, and non-owned automobiles. The minimum primary limits shall be no less than \$1,000,000 Bodily Injury Liability, and no less than \$1,000,000 Property Damage Liability, or no less than \$1,000,000 Combined Single Limit Liability, or higher limits if required by the Excess Liability Insurer. City shall be named as additional insured.

4) Professional Liability: Project specific Professional Liability insurance covering professional services rendered in accordance with this Agreement in an amount not less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate.

5) Excess Liability: Engineer shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverage as required for the underlying Professional, Commercial General, Business Automobile and Employers' Liability Coverage with no gaps in continuity of coverage or limits with City added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than \$5,000,000, each occurrence and aggregate as required by City.

B. Certificates of Insurance: The Engineer shall furnish to the City copies of all policies and endorsements and certificates of insurance allowing thirty (30) days written notice of any change in limits or scope of coverage, cancellation, or non-renewal. Such certificates shall contain the following wording: "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN." In the event (1) the ACORD form does not include the forgoing provision in the certificate, (2) the City has been provided a copy of a policy endorsement naming the City as additional insured (on the general liability and automobile liability insurance policies) and (3) the policy endorsement in favor of the City (for the workers compensation, general liability and automobile liability insurance policies) expressly provides that the City be given thirty (30) days written notice before an amendment in limits or scope of coverage or cancellation, then the following wording may be substituted "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS." If the insurance policies expire during the term of this Agreement, a renewal certificate shall be filed with the City thirty (30) days prior to the renewal date.

11. NEGOTIATION DATA:

A. The Engineer hereby certifies, covenants, and warrants that Hourly Rates and other factual unit costs supporting the compensation provided in Exhibit B are accurate, complete, and current as of the date of negotiation.

B. Truth-in-Negotiation Certificate: Execution of this Agreement by the Engineer shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the Agreement.

20180507

The original contract price and additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual amount costs. The City shall exercise its rights under this "Certificate" within 1 year following final payment.

C. Contingency Fees: The Engineer warrants that he has no employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift, or any other consideration upon or resulting from the award of this agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct the contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12. OWNERSHIP OF DOCUMENTS: It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications, and all other data in whatever form (text, graphic, digital or other electronic), prepared or obtained by the Engineer in connection with its services hereunder shall always be the property of the City and shall be delivered to the City promptly without cost or lien upon request or termination of this Agreement by lapse of time or otherwise. The Engineer shall not be liable for any use by the City of project specific design documentation if modified in any manner without written approval of the Engineer. The City shall not use the Engineer's project specific design documentation on any project other than the project described in the Scope of Work and Instructions to Respondents unless the City notifies the Engineer of its intended use, provides insurance protection for the Engineer for all claims which might arise out of the City's use of the documents, and obtains written consent of the use by the Engineer.

When transferring data in electronic media format, Engineer makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Engineer at the beginning of the Project. Because the data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Engineer shall not be responsible to maintain documents stored in electronic media format after acceptance by City. The original hard copy of the documents containing the professional engineer's seal shall take precedence over the electronic documents.

Notwithstanding any provision to the contrary contained in this Agreement, Engineer shall retain sole ownership to its pre-existing computer programs and software.

13. WORK COMMENCEMENT/PROGRESS/DELAYS:

A. The services to be rendered by the Engineer shall commence upon execution of this Agreement, and the respective Task Order, and upon written notice to proceed from the City Manager of his designee.

B. The Engineer agrees to abide by the schedule for performance of the contracted services. The City will be entitled at all times to be advised in writing at its request as to the status of the work being done by the Engineer, and of the details thereof. City may require specification of liquidated delay damages in a Task Order. Failure to specify liquidated delay damages in a Task Order shall not relieve Engineer of liability for delays or other damages as provided by law.

C. In the event there are delays on the part of the City or regulatory agencies as to the approval of any of the plans, permits and drafts of special provisions submitted by the Engineer which delay the project schedule completion date, the City shall grant to the Engineer in writing an extension of time equal to such delays.

D. The Engineer shall maintain an adequate and competent staff of professionals and may associate with other qualified firms for the purpose of rendering services hereunder. The Engineer, however, shall not sublet, assign, or transfer any work under this Agreement without the written consent of the City.

14. STANDARDS OF CONDUCT:

A. The Engineer covenants that it or any of its employees presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with performance of services hereunder.

B. The Engineer agrees that it and its employees shall be bound by the Standards of Conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The Engineer agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

15. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: The Engineer shall comply with all Federal, State, and Local laws and ordinances applicable to the work

20180507

or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

16. ASSIGNABILITY: The Engineer shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of the City, provided that claims for the money due or to become due the Engineer from the City under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

17. INDEPENDENT CONTRACTOR: The Engineer is and shall remain an independent contractor and not an employee of the City.

18. CONTROLLING LAW AND VENUE: All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of Florida applicable to contracts made and to be performed within this state. Exclusive jurisdiction and venue to interpret or resolve any dispute under this Agreement shall lie in the Circuit Court, Fourteenth Judicial Circuit, in and for Bay County, Florida.

19. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to the subject matters. All prior agreements, representations, statements, negotiations, and undertakings are hereby superseded. Any alterations or variations of the terms of this Agreement shall not be valid unless made in writing and signed by the parties. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or unenforceable, then, notwithstanding, the remainder of the Agreement shall remain in full force and effect.

20. ATTORNEY'S FEES: If the either party is required to institute or defend any legal proceedings in connection with this Agreement, the prevailing party shall be entitled to its costs thereof, together with reasonable attorney's fees.

21. NO WAIVER: No waiver of any provision of this Agreement shall be effective unless made in writing, signed by the party against whom it is charged. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement, nor of the same provision in the future. Neither the failure nor any delay by any party in exercising any right or power under this Agreement, nor any course of dealing between or among the parties, will operate as a waiver of such right or power,

20180507

and no single or partial exercise of any such right or power will preclude any other or further exercise of such right or power or the exercise of any other right or power.

22. COOPERATION: Engineer acknowledges that the process of engineering and addressing the needs of the community, and coordinating those efforts with other disciplines is a multi-disciplinary effort which will require cooperation and collaboration with numerous consultants, engineers, and counsel assisting and advising the city, as well as direction from the City Manager and City Engineer, and agrees in all things to cooperate with the City and all its consultants as needed.

23. MEDIATION: City and Engineer agree to attempt to resolve any dispute between them related to the interpretation or performance of this Agreement by mediation in Bay County, Florida, with a mutually acceptable, certified Florida Mediator to serve at joint expense. If the parties are unable to agree upon a mediator, either party shall request the appointment of a mediator by the Chief Judge of the Circuit Court, Fourteenth Judicial Circuit in and for Bay County, Florida. Mediation contemplated by this paragraph is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives. Any settlement will require approval of City's governing board. If the parties are unable to reach a mediated settlement within ninety (90) days of the mediator's appointment, either party may terminate the settlement discussions by written notice to the other and initiate litigation. Any litigation commenced in violation of this section shall be stayed pending mediation as agreed. This section shall survive termination of this Agreement.

24. PUBLIC RECORDS: The City is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, to the extent that it is determined that Engineer is acting on behalf of City as provided under Section 119.011(2) (2017) and implemented through the judicially established "totality of factors" analysis, Engineer agrees to also comply with that law, specifically including to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

B. Upon request of the City, provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that 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 Engineer

20180507

does not transfer the records to the City.

D. Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

E. IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AND TO CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-233-5100, JSMITH@PCBGOV.COM, 110 S. ARNOLD ROAD, PANAMA CITY BEACH, FL 32413.

SIGNATURES ON FOLLOWING PAGE

20180507

IN WITNESS WHEREOF, the parties have hereto caused the execution of these documents as of the year and date first above written.

**THE CITY OF PANAMA CITY BEACH,
FLORIDA,**
a municipal corporation

By: _____
Mario Gisbert, City Manager

ATTEST:

Jo Smith, City Clerk

GORTEMOLLER ENGINEERING, INC.

By: _____
Its: _____

WITNESS
PRINT NAME: _____

WITNESS
PRINT NAME: _____

EXHIBIT A
Scope of Services.

General Scope:

Work will consist of professional surveying, Phase I environmental assessments, engineering planning, design, permitting and construction administration services for the City's Bay Parkway Segment 2 Roadway Project, including an initial two lane (future 4 lane) vehicular roadway, stormwater ponds and drainage facilities, water and sewer facilities, and coordination with Gayles Trails, all through various wetlands subject to EMA and RPG permits. The design will require collective conceptual approval from FDOT, the St. Joe Company, Bay County and the City. The right of way will be located on vacant land in Bay County, and involve a distance of approximately 13,000 linear feet. Work will also include performance a traffic study to determine impacts of the new roadway on Nautilus Street at its intersections with Front Beach Road and the Panama City Beach Parkway.

Roadway & Stormwater

- Two - Lane Rural Road (Design to accommodate future four-lane build-out, Engineer to determine appropriate design speed)
- ROW: 2 lane ROW (expandable for future 4 Lane)
- Median: Natural
- Stormwater: Per City LDC - 100 year event
- Grading, Paving and Striping Plans to Tie into existing
- Sidewalks: Per City of PCB LDC
- Bike lanes: TBD
- Landscaping: None, except for permanent erosion control stabilization

Survey

- Topographic Data collection for entire ROW, and associated turn Lanes as well as the southern connection with Nautilus Street North
- Survey of ROW for conveyance purposes
- Legal Description & Sketch for Utility Easements as needed
- Flag existing Conservation Easements

Environmental Services

- Wetland analysis, potential delineation & survey and permit drawings related to potential ROW relocation/permit modification.
- Phase I environmental assessment where requested.

Utilities. In the City's sole discretion, the engineering and design of utilities may be performed by another consultant. The Firm selected under this RFQ will be required to provide surveys and base drawings and to otherwise coordinate and work with the other consultant as may be necessary.

- Reclaimed watermain extension from current terminus at N Pier Park Dr to Nautilus Street
- Forcemain extension from current terminus at N Pier Park Dr to Nautilus Street (Forcemain route subject to change in vicinity of City WWTP)

Permitting

20180507

Given the potential change in impacts, relocation of original permitted ROW and phased construction options a permit modification will be required for the EMA and RGP permits. The selected consultant will be responsible for all permitting required with the USACOE, FDEP, Bay County, City of Panama City Beach and FDOT.

Certifications

- Storm Sewer, during the videoing of the storm sewer lines (if necessary)
- Force main, reclaimed main FDEP certifications
- Final walk-through inspection with the contractor or contractor's representative
- As-built plans in accordance with City of Panama City Beach standards, signed and sealed by a Florida registered surveyor
- FDEP and USACOE certifications

Project Coordination/Meetings

Due to the City's public-private partnership with The St. Joe Company for this project, regular coordination meetings will be required in addition to agency coordination meetings.

20180507

EXHIBIT B

Hourly Rate Schedule



May 7, 2018

Ms. Kelly Jenkins, P.E.
City Engineer
City of Panama City Beach
110 S. Arnold Road
Panama City Beach, Florida 32413

**RE: Bay Parkway Segment 2
Proposed Scope and Fee**

Dear Kelly,

Please see the attached Scopes of Services and Fee Proposal for the referenced project. We are very excited about this opportunity to work with you and your staff at the City of Panama City Beach. I drive the PCB Parkway corridor every day. Gortemoller Engineering, Inc., Dewberry Engineers, Inc. and the rest of our team are ready for this project to be complete like the rest of the City.

The Bay Parkway extension should be pretty straight forward. As discussed, we plan to coordinate with the City's Stormwater Modeler on the cross drains that will be required. We see the Nautilus Road Extension as the most challenging part of the project. The Historical Wetlands show a significant wetland that we will have to cross. This is a new alignment and that can present somewhat of a challenge not knowing what we will run into in regards to soils, wetlands, etc.

Please see the attached schedule. I see the critical path as Survey, Nautilus Road Extension and then permitting. Permitting could be simplified by the St. Joe EMA. However, we will need to get into it before we know for sure.

We have already started coordinating with St. Joe to gain access. We plan to try and get going as soon as we get a NTP and approval from St. Joe.

Thank you for the opportunity to present this proposal. We look forward to working with you on this important project. Please do not hesitate to call if you have any questions.

Sincerely,
Gortemoller Engineering, Inc.

A handwritten signature in blue ink, appearing to read 'Dexter M. Gortemoller'.

Dexter M. Gortemoller, P.E.
LEED Accredited Professional
President

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Attachment A

City of Panama City Beach Bay Parkway Segment 2 Roadway Project Scope of Services

Gortemoller Engineering, Inc. (GE) is to provide professional services related to the engineering design, surveying, permitting, and construction administration of and for Bay Parkway Segment 2 Roadway Project, with initial construction of a two lane road (four lane ultimate design) connecting to Bay Parkway Segment 1 terminus at North Pier Park Drive and extending eastward to the current terminus of Nautilus Street. GE will develop a set of construction plans that is in general accordance with FDOT Standard Specifications for Road and Bridge Construction and the Manual of Uniform Minimum Standards for Design, Construction, maintenance and Utility Operation on the State Highway System (Commonly known as the "Florida Greenbook") to the maximum extent possible, and develop any supplemental specifications required for the project.

The scope of the Bay Parkway Segment 2 project has the following tasks:

Work will consist of professional surveying, Phase I environmental assessments, engineering planning, design, permitting and construction administration services for the City's Bay Parkway Segment 2 Roadway Project, including an initial two lane (future 4 lane) vehicular roadway, stormwater ponds and drainage facilities, water and sewer facilities, and coordination with Gayles Trails, all through various wetlands subject to EMA and RPG permits. The design will require collective conceptual approval from FDOT, the St. Joe Company, Bay County and the City. The right of way will be located on vacant land in Bay County, and involve a distance of approximately 13,000 linear feet. Work will also include performance a traffic study to determine impacts of the new roadway on Nautilus Street at its intersections with Front Beach Road and the Panama City Beach Parkway.

- Roadway & Stormwater
 - Two - Lane Rural Road (Design to accommodate future four-lane build-out, Engineer to determine appropriate design speed)
 - ROW: 2 lane ROW (expandable for future 4 Lane)
 - Median: Natural
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 - Bike lanes: TBD
 - Landscaping: None, except for permanent erosion control stabilization
- Survey
 - Topographic Data collection for entire ROW, and associated turn Lanes as well as the southern connection with Nautilus Street North
 - Survey of ROW for conveyance purposes
 - Legal Description & Sketch for Utility Easements as needed
 - Flag existing Conservation Easements

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- Environmental Services
 - Wetland analysis, potential delineation & survey and permit drawings related to potential ROW relocation/permit modification.
 - Phase I environmental assessment where requested.
- Utilities
 - Reclaimed watermain extension from current terminus at N Pier Park Dr to Nautilus Street
 - Forcemain extension from current terminus at N Pier Park Dr to Nautilus Street (Forcemain route subject to change in vicinity of City WWTP)
- Permitting
 - Given the potential change in impacts, relocation of original permitted ROW and phased construction options a permit modification will be required for the EMA and RGP permits. The selected consultant will be responsible for all permitting required with the USACOE, FDEP, Bay County, City of Panama City Beach and FDOT.
- Certifications
 - Storm Sewer, during the videoing of the storm sewer lines (if necessary)
 - Force main, reclaimed main FDEP certifications
 - Final walk-through inspection with the contractor or contractor's representative
 - As-built plans in accordance with City of Panama City Beach standards, signed and sealed by a Florida registered surveyor
 - FDEP and USACOE certifications
- Project Coordination/Meetings
 - Due to the City's public-private partnership with The St. Joe Company for this project, regular coordination meetings will be required in addition to agency coordination meetings.

Based on the previous scope here are the following Tasks:

1. Project Common and Project General Tasks

- 1.1 Technical Meetings: **GE** shall attend all technical meetings deemed necessary to execute the Scope of Services of this contract. This includes meetings with the City, Bay County, FDOT, St. Joe Company, between disciplines and subconsultants, such as access management meetings, pavement design meetings, progress review meetings (phase review), and miscellaneous meetings.
- 1.2 Quality Assurance/Quality Control: **GE** shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract. **GE** shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan shall be one specifically designed for this project.
- 1.3 Specifications Package Preparation - **GE** shall prepare and provide a specifications package in general accordance with FDOT and City standards.
- 1.4 Contract Maintenance and Electronic Document Management System (EDMS) - Contract maintenance includes project management effort for complete setup and maintenance of files, electronic folders and documents, developing technical monthly progress reports and schedule updates.

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2. Survey

- 2.1 Control Survey - Dewberry shall perform all office and field work required for the purpose of establishing horizontal and vertical site control points for the above described property. Said survey to include the following:
- 2.1.1 Control points shall be referenced to the Florida State Plane Coordinate System, North Zone, North American Datum (NAD) 1983/2011, U.S. Survey Feet, per National Geodetic Survey control points.
 - 2.1.2 Control points shall be referenced to North American Vertical Datum of 1988 (NAVD 88), per National Geodetic Survey benchmarks and/or control points.
 - 2.1.3 Existing site control points shall be recovered and verified.
 - 2.1.4 Additional site control points shall be established as necessary to provide a sufficient number of onsite project control points to be used for the duration of construction.
 - 2.1.5 Deliverables include: Signed/Sealed Survey Map and Report by a Florida-Licensed Surveyor & Mapper. Digital copies of the survey (Adobe® PDF and AutoCAD® files).
- 2.2 Topographic Survey - Dewberry shall perform all office and field work required for the purpose of performing a Topographic Survey of the proposed Bay Parkway Phase II corridor, being approximately 13,000 LF. Survey to begin at the intersection of U.S. Highway 98 and Nautilus Drive, and traverse northerly, crossing the Gulf Power Right of Way, and thence continuing northwesterly, parallel to said Gulf Power Right of Way, to the intersection with Pier Park Loop Road. Said survey to include the following:
- 2.2.1 Survey shall be referenced to the Florida State Plane Coordinate System, North Zone, North American Datum (NAD) 1983/2011, U.S. Survey Feet, per National Geodetic Survey control points.
 - 2.2.2 Survey shall be referenced to North American Vertical Datum of 1988 (NAVD 88), per National Geodetic Survey benchmarks and/or control points.
 - 2.2.3 Cross Sections at 100' intervals along the proposed centerline. The width of said cross sections shall be 150 feet total, 75' each side of said centerline.
 - 2.2.4 Contours at 1-foot intervals, together with spot elevations.
 - 2.2.5 Horizontal and vertical location of all aboveground visible improvements and/or structures.
 - 2.2.6 Deliverables include:
 - 2.2.7 Signed/Sealed Survey Map and Report by a Florida-Licensed Surveyor & Mapper.
 - 2.2.8 Digital copies of the survey (Adobe® PDF and AutoCAD® files).
- 2.3 Boundary Survey - Dewberry shall perform all office and field work required for the purpose of performing a Boundary Survey of the proposed Bay Parkway Phase II Right of Way. Said survey to include the following:
- 2.3.1 Survey shall be referenced to the Florida State Plane Coordinate System, North Zone, North American Datum (NAD) 1983/2011, U.S. Survey Feet, per National Geodetic Survey control points.
 - 2.3.2 Horizontal location of the proposed Right of Way lines of Bay Parkway Phase II.
 - 2.3.3 Horizontal location of the existing Right of Way lines of U.S. Highway 98, Nautilus Drive, and Pier Park Loop Road.

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- 2.3.4 Horizontal location of any boundary line encroachments, if any exist.
- 2.3.5 Survey markers (either found or set) at each boundary corner.
- 2.3.6 Legal description of proposed Right of Way, as surveyed and written by a Florida Licensed Surveyor and Mapper.
- 2.3.7 Area calculations.
- 2.3.8 Deliverables include: Signed/Sealed Survey Map and Report by a Florida-Licensed Surveyor & Mapper and Digital copies of the survey (Adobe® PDF and AutoCAD® files).
- 2.4 Utility Locations - Dewberry shall perform all office and field work required for the location and elevation of utilities within the proposed Bay Parkway Phase II corridor. Said survey to include the following:
 - 2.4.1 Survey shall be referenced to the Florida State Plane Coordinate System, North Zone, North American Datum (NAD) 1983/2011, U.S. Survey Feet, per National Geodetic Survey control points.
 - 2.4.2 Survey shall be referenced to North American Vertical Datum of 1988 (NAVD 88), per National Geodetic Survey benchmarks and/or control points.
 - 2.4.3 Location of all aboveground/visible utilities within the limits of survey, including pipe sizes, types, and invert elevations. This proposal does not include location, excavation, or verification of buried utilities.
 - 2.4.4 Location of all buried utilities within the limits of survey, as marked in the field by others prior to field survey. Dewberry shall not be responsible for contacting utility companies/providers to mark their buried utilities. Once notified by client that utilities have been marked, Dewberry shall send a crew to locate flags and/or paint marks. This proposal does not include excavation or verification of said buried utilities by Dewberry.
 - 2.4.5 Deliverables include: Signed/Sealed Survey Map and Report by a Florida-Licensed Surveyor & Mapper and Digital copies of the survey (Adobe® PDF and AutoCAD® files).
- 2.5 Utility Easements - Dewberry shall perform all office and field work required for the purpose of preparing a sketch and legal description of all proposed Utility Easements for the Bay Parkway Phase II project. Said sketches to include the following:
 - 2.5.1 Sketches shall be referenced to the Florida State Plane Coordinate System, North Zone, North American Datum (NAD) 1983/2011, U.S. Survey Feet, per National Geodetic Survey control points.
 - 2.5.2 Horizontal location of the proposed Utility Easement Boundaries.
 - 2.5.3 Legal description of all proposed Utility Easements, as written by a Florida Licensed Surveyor and Mapper.
 - 2.5.4 Area calculations.
 - 2.5.5 Deliverables include: Signed/Sealed Survey Map and Report by a Florida-Licensed Surveyor & Mapper and Digital copies of the survey (Adobe® PDF and AutoCAD® files).
- 2.6 Wetlands - Dewberry shall perform all office and field work for the purpose of locating wetlands within the Bay Parkway Phase II corridor. Wetland delineation shall be performed by a Florida licensed Wetland Biologist, who shall place wetland flags and/or markings in the field. The location of the wetlands flags/markings shall be surveyed by a Florida licensed Surveyor and Mapper, and added to the Topographic Survey.

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2.7 Conservation Easement Stakeout - Dewberry shall perform all office and field work required for the purpose of staking out the existing Conservation Easement Boundary lines adjacent to the proposed Bay Parkway Phase II corridor. Said stakeout to include the following:

- 2.7.1 Office calculations of the existing Conservation Easement boundary lines. A stakeout plan shall be prepared for the field survey crews.
- 2.7.2 Field survey crew shall stakeout all Conservation Easement boundary lines that lie adjacent to the proposed Bay Parkway Phase II corridor.

3. Geotechnical Investigation – Nova will provide the Geotechnical Investigation.

3.1 Proposed Field Exploration - Based on a review of the provided information:

- 3.1.1 Perform three hundred and twelve (312) hand auger borings, each to a depth of 5 feet below existing grade or 2 feet into the apparent groundwater level (whichever is shallower) within the proposed pavement and SMS areas.
- 3.1.2 Perform four (4) Standard Penetration Test (SPT) borings, each to a depth of approximately 30 feet below the existing grade (BEG), within the proposed box culvert footprints.
- 3.1.3 Perform twelve (12) Standard Penetration Test (SPT) borings, each to a depth of approximately 20 feet below the existing grade (BEG), within the SMS footprints.

3.2 The boring locations will be approximated in the field by taping and pacing from the surveyed centerline of the roadway. Auger borings will be advanced using hand operated auger equipment. The SPT borings will be drilled using an all-terrain drill and hollow stem auger and/or rotary wash drilling procedures, as deemed necessary by site/subsurface conditions. The borings will be advanced to the aforementioned depths for a total maximum drilling footage of 360 feet of SPT borings and 1395 feet of hand auger borings.

3.3 Soil samples in the SPT borings will be collected at 2½ foot centers via the Standard Penetration Test method (ASTM D-1586). The "N-value" will be recorded at each sample location for subsequent use in the engineering evaluation. The N-value provides an empirical indication of soil strength and is determined by the cumulative number of blows required by a 140-lb. automatic hammer, operating freely over a 30-inch drop, to advance a 2-inch O.D. split-barrel sampler one foot into the soils, after initial penetration of 6-inches.

3.4 Upon completion of the borings, the depth to groundwater will be measured. If practical, stabilized groundwater level readings will be obtained at least 24-hour following completion of the borings. Soil cuttings from the drilling process will be used for backfilling of the boreholes.

3.5 Laboratory Testing - Our proposed laboratory-testing program will include visual classification of the soil samples collected during the drilling process in accordance with the Unified Soil Classification System (USCS) and ASTM standards. Laboratory testing will also include limited classification tests (up to 80 grain size analysis, 50 organic contents, 12 limerock bearing tests, and 14 corrosion series tests) of representative soils. In accordance with the attached General Terms and Conditions, soil samples will be disposed of 30 days after submittal of the final report, unless requested otherwise by the client.

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- 3.6 Evaluation and Report - Upon completion of the field exploration, we will evaluate the data obtained and prepare a written report for the site summarizing the findings, along with our conclusions and recommendations. We will keep you informed of our progress and findings throughout the course of the exploration. If poor or unanticipated subsurface conditions are encountered, we will contact you to develop a revised scope for our services prior to proceeding. A professional engineer registered in the State of Florida will prepare the report.
 - 3.7 Our written report will include the following:
 - 3.7.1 A description of the site, fieldwork, laboratory testing and general soil conditions encountered, together with a Boring Location Plan, and individual Boring Records.
 - 3.7.2 Site Preparation considerations for the pavement areas that include geotechnical discussions regarding site stripping and subgrade preparation, and engineered fill/backfill placement.
 - 3.7.3 Recommendations for controlling groundwater and/or run-off during construction and, the need for permanent dewatering systems based on the anticipated post construction groundwater levels.
 - 3.7.4 Foundation bearing recommendations for the proposed culvert area, including allowable foundation capacities, recommended bearing depths, and installation considerations for conventional shallow foundation elements (assuming the geotechnical evaluation confirms that a shallow foundation is feasible) or driven pile deep foundation system as deemed necessary based on the boring results.
 - 3.7.5 Recommended pavement sections based on provided or assumed traffic loading, and soil types collected from the test borings.
 - 3.7.6 The measured apparent and estimated seasonal high groundwater table at the test boring locations.
 - 3.7.7 Recommended soil related design parameters for the SMS areas including estimated seasonal high groundwater levels.
 - 3.7.8 Suitability of on-site soils for re-use as structural fill and backfill. Additionally, the criteria for suitable fill materials will be provided.
 - 3.7.9 Recommended quality control measures (i.e. sampling, testing, and inspection requirements) for site grading and foundation construction.
 - 3.8 The Soil Survey of Bay County, Florida, indicates Leon, Pamlico-Dorovan, Mandarin, Rutlege, Pottsburg, and Resota sands may be encountered within the proposed roadway alignment. These soils are typically poorly to moderately drained and have water table depths ranging from at the ground surface to approximately 42 to 60 inches below the existing ground surface. Pamlico-Dorovan soils typically consist of organic soils (peat) which may be unsuitable for subgrade soils. The Soil Survey indicates that organic soils may be encountered.
- 4. Traffic Analysis:** FTE will provide traffic engineering services to complete a Traffic Impact Study and Operational Analysis for the proposed Bay Parkway Segment 2. FTE will perform a Traffic Impact Study and Operational Analysis in accordance with the Florida Department of Transportation (FDOT) standard practices and procedures. FTE will collect the necessary raw traffic data and perform the following individual tasks.
- 4.1 7-Day Bluetooth Origin and Destination Studies (Summer 2018)

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- 4.1.1 SR 79 at Bay Parkway
- 4.1.2 SR 30A (US 98) at Bay Parkway
- 4.1.3 SR 30A (US 98) at Nautilus Street
- 4.2 7-Day Continuous Two-Way Count (Summer 2018)
 - 4.2.1 SR 79 at Bay Parkway
 - 4.2.2 SR 30A (US 98) at Pier Park Drive
 - 4.2.3 SR 30A (US 98) at Nautilus Street
 - 4.2.4 Bay Parkway Phase I
- 4.3 Signal Warrant Analysis
 - 4.3.1 Nautilus at SR 30 (Front Beach Road) (Summer 2018)
- 4.4 Post Development Operational Analysis
 - 4.4.1 SR 30A (US 98) at SR 79
 - 4.4.2 SR 30A (US 98) at Nautilus Street
 - 4.4.3 Anticipated Trip Reduction on SR 30A (US 98) – If Any
- 4.5 Operational Analysis
 - 4.5.1 SR 30A (US 98) at Pier Park Drive
- 5. **Roadway Analysis** - GE shall analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.
 - 5.1 Typical Section Package - GE shall submit Typical Section Package prior to the first plans submittal.
 - 5.2 Pavement Design Package - GE shall submit Pavement Design Package prior to the Phase II plans submittal date.
 - 5.3 Horizontal/Vertical Master Design Files - GE shall design the geometrics using the Standard Plans that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, existing vegetation to be preserved, pedestrian and bicycle concerns, ADA requirements, access management, and scope of work. GE shall also develop utility conflict information and coordinate with City and other Utilities.
 - 5.4 Cross Section Design Files - GE shall establish and develop cross section design files in accordance with the FDOT's CADD manual.
 - 5.5 Traffic Control Analysis - GE shall design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, and traffic monitoring sites. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.
 - 5.6 Design Variations and Exceptions - GE shall prepare the documentation necessary to gain CITY approval of all appropriate Design Variations and/or Design Exceptions.
 - 5.7 Design Report - GE shall prepare applicable report(s) as listed in the Project Description section of this scope. GE shall submit to the CITY design notes, data, and calculations to document the design conclusions reached during the development of

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- the contract plans.
- 5.8 Quantities - **GE** shall develop accurate quantities and the supporting documentation, including construction days when required.
 - 5.9 Cost Estimate
 - 5.10 Field Reviews
 - 5.11 Quality Assurance/Quality Control
- 6. Drainage Analysis - GE** shall analyze and document Drainage Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. **GE** shall be responsible for designing a drainage and stormwater management system. All design work shall generally comply with the requirements of the appropriate regulatory agencies, FDOT Drainage Manual and the CITY's Land Development Code. **GE** shall coordinate fully with the appropriate permitting agencies and the CITY's staff. All activities and submittals should be coordinated through the CITY's Project Manager. The work will include the engineering analyses for any or all of the following:
- 6.1 Drainage Map Hydrology - Create a (pre and/or post condition) working drainage basin map to be used in defining the system hydrology. This map shall incorporate drainage basin boundaries, existing survey and/or LiDAR and field observations, as necessary, to define the system. Basin delineations shall also include any existing collection systems in a logical manner to aid in the development of the hydraulic model. Include coordination hours needed to convey drainage hydrologic features onto produced drainage maps.
 - 6.2 Base Clearance Calculations - Analyze, determine, and document high water elevations per basin which will be used to set roadway profile grade and roadway materials. Determine surface water elevations at cross drains, floodplains, outfalls and adjacent stormwater ponds. Determine groundwater elevations at intervals between the above-mentioned surface waters. Document findings in a Base Clearance Report.
 - 6.3 Pond Siting Analysis and Report - Evaluate pond sites using a preliminary hydrologic analysis. Document the results and coordination for all the project's pond site analyses.
 - 6.4 Design of Cross Drains - Analyze the hydraulic design and performance of cross drains. Document the design as required. Determine and provide flood data as required. Coordinate with City of Panama City Beach City Engineer on their Stormwater Model.
 - 6.5 Design of Ditches - Design roadway conveyance and outfall ditches. This task includes capacity calculations, longitudinal grade adjustments, flow changes, additional adjustments for ditch convergences, selection of suitable channel lining, design of side drain pipes, and documentation.
 - 6.6 Design of Stormwater Management Facility - Design stormwater management facilities to meet requirements for stormwater quality treatment, attenuation and aesthetics. Develop proposed pond layout (contributing drainage basin, shape, contours, slopes, volumes, tie-ins, aesthetics, etc.), perform routing, recovery calculations, and design the outlet control structure.
 - 6.7 Design of Floodplain Compensation - Determine floodplain encroachments,

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- coordinate with City, and develop proposed compensation area layout (shape, contours, slopes, volumes, etc.). Document the design following the requirements of the City.
- 6.8 Design of Storm Drains - Delineate contributing drainage areas, determine runoff, inlet locations, and spread. Calculate hydraulic losses (friction, utility conflict and, if necessary, minor losses). Determine design tailwater and, if necessary, outlet scour protection.
 - 6.9 Optional Culvert Material - Determine acceptable options for pipe materials using the Culvert Service Life Estimator.
 - 6.10 Drainage Design Documentation Report - Compile drainage design documentation into report format. Include documentation for all the drainage design tasks and associated meetings and decisions, except for stand-alone reports, such as the Pond Siting Analysis Report.
 - 6.11 Temporary Drainage Analysis - Evaluate and address drainage to adequately drain the road and maintain existing offsite drainage during all construction phases. Provide documentation.
 - 6.12 Cost Estimate - Prepare cost estimates for the drainage components, except bridges and earthwork for stormwater management and flood compensation sites.
 - 6.13 Field Reviews
 - 6.14 Technical Meetings - Meetings with CITY staff, FDOT, regulatory agencies, Bay County, the Water Management District, FDEP, etc.
 - 6.15 Environmental Look-Around Meetings - Convene a meeting with CITY staff, regulatory agencies, local governments and other stakeholders to explore watershed wide stormwater needs and alternative permitting approaches.
 - 6.16 Quality Assurance/Quality Control
- 7. Roadway Plans - GE shall prepare Roadway, Traffic Control, Utility Adjustment Sheets, plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.**
- 7.1 Key Sheet
 - 7.2 Summary of Pay Items Including Quantity Input
 - 7.3 Typical Section Sheets
 - 7.4 Typical Sections
 - 7.5 General Notes/Pay Item Notes
 - 7.6 Summary of Quantities Sheets
 - 7.7 Project Layout
 - 7.8 Plan/Profile Sheet
 - 7.9 Intersection Layout Details
 - 7.10 Special Details
 - 7.11 Roadway Soil Survey Sheet(s)
 - 7.12 Cross Sections
 - 7.13 Temporary Traffic Control Detail Sheets
 - 7.14 Project Network Control Sheet(s)
 - 7.15 Environmental Detail Sheets - Coordination with Permits/Environmental staff and preparing Dredge & Fill Detail sheets where applicable.
 - 7.16 Drainage Map (Including Interchanges)

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- 7.17 Summary of Drainage Structures
- 7.18 Optional Pipe/Culvert Material
- 7.19 Drainage Structure Sheet(s) (Per Structure)
- 7.20 Miscellaneous Drainage Detail Sheets
- 7.21 Lateral Ditch Plan/Profile
- 7.22 Lateral Ditch Cross Sections
- 7.23 Retention/Detention Pond Detail Sheet(s)
- 7.24 Retention Pond Cross Sections
- 7.25 Erosion Control Plan Sheet(s)
- 7.26 SWPPP Sheet(s)
- 7.27 Quality Assurance/Quality Control

8. Utility Coordination (Separate from Utility Design)

- 8.1 Identify all existing Utility Agency Owners (UAOs) within the project limits by utilizing Sunshine 811 Design Tickets. **GE** will submit design plans to utility owners at the time the plans are provided to the CLIENT. A utility coordination meeting will be scheduled and utility owners will be requested to provide markups at the meeting for discussion and resolution of conflicts. Markups will be incorporated into the utility adjustment plans. Final construction plans will be provided to the utility owners for review and comment to ensure all revisions and relocations have been addressed and incorporated into the design. If necessary, a final utility coordination meeting will be conducted. **GE** will produce utility conflict matrices and utility work schedules to be reviewed and signed by all UAOs prior to Final Plans Completion. All utility coordination will be documented and provided within the Design Documentation.

9. Environmental Permits.

- 9.1 Dewberry and Icarus will provide environmental services, including a wetland delineation, high and low quality wetland identification, listed species survey, report detailing the results of onsite investigations, individual project approval (IPA) dredge and fill application, process, interagency coordination, and coordination and meetings as necessary with the landowner, Client, and the City of Panama City Beach on an as needed basis. Note: vinyl flagging is used to locate wetland features. It degrades when exposed to sunlight and should therefore be surveyed (if required or desired by the client) as soon as possible after the completion of the delineation or if required, upon completion of preliminary or formal inspection and approvals. We cannot guarantee flagging that is left exposed to storm events, sunlight, disturbance or unforeseen events. In addition, site circumstances are subject to change and linework should not be surveyed until preliminary agency concurrence with the linework is obtained.
- 9.2 The maximum requested buffer from centerline to be used as the corridor for evaluation and delineation purposes will not exceed 300 feet either side of centerline for the alignment.
- 9.3 Wetland delineation and RGP-EMA classification of high and low quality wetlands - We will flag the landward extent of wetlands using the Florida Wetlands Delineation Manual and criteria established under Chapter 62-340, F.A.C., and the 1987 U.S. Army Corps

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of Engineers (USACE) Wetland Delineation Manual and the 2010 Regional Supplement for the Atlantic and Gulf Coastal Plain Region (Version 2.0) as established under Section 404 of the Clean Water Act. Icarus will also identify EMA high and low quality wetlands within the wetland boundaries. Note: vinyl flagging is used to locate wetland features. It degrades when exposed to sunlight and should therefore be surveyed (if required or desired by the client) as soon as possible after the completion of the delineation or if required, upon completion of preliminary or formal inspection and approvals. Icarus cannot guarantee flagging that is left exposed to storm events, sunlight, disturbance or unforeseen events.

- 9.4 Listed Species Survey - We will perform a listed species survey as per the RGP-EMA conditions, and coordinate with the appropriate resource agencies as required by the RGP-EMA.
 - 9.5 IPA Dredge and Fill Application - We will create the Individual Project Approval application package including the checklists, EA report, tables, ledgers, agency correspondence, and necessary appendices as per the RGP-EMA criteria.
 - 9.6 Meetings and Coordination - We will meet with the landowner, their representatives, the City, and Prime as required up to eight (8) times.
 - 9.7 Phase I Environmental Site Assessment
 - 9.8 EMA Permitting - Includes permitting assistance for impacts to U.S. Army Corps of Engineers (ACOE) and Florida Department of Environmental Protection (FDEP) jurisdictional wetlands
 - 9.9 Mitigation Assessment - Includes assessment and coordination to mitigate impacts to ACOE and FDEP jurisdictional wetlands
- 10. Structures - Dewberry shall analyze, design, and develop contract documents for all structures in accordance with applicable provisions.**
- 10.1 **Dewberry** shall provide Design Documentation to the CITY with each submittal consisting of structural design calculations and other supporting documentation developed during the development of the plans. The design calculations submitted shall adequately address the complete design of all structural elements. The final design calculations shall be signed and sealed by a Florida-licensed professional engineer. A cover sheet indexing the contents of the calculations shall be included and the engineer shall sign and seal that sheet. All computer programs and parameters used in the design calculations shall include sufficient backup information to facilitate the review task.
 - 10.2 General Notes and Bid Item Notes
 - 10.3 Miscellaneous Common Details
 - 10.4 Assemble Plan Summary Boxes and Quantities
 - 10.5 Cost Estimate
 - 10.6 Field Reviews
 - 10.7 Technical Meetings
 - 10.8 Quality Assurance/Quality Control

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- 10.9 Concrete Box Culverts
- 10.10 Concrete Box Culverts
- 10.11 Concrete Box Culvert Data Table Plan Sheets
- 10.12 Concrete Box Culvert Special Details Plan Sheets
- 10.13 Mast Arms
- 10.14 Mast Arms Data Table Plan Sheets
- 10.15 Mast Arms Special Details Plan Sheets

11. Signing and Pavement Markings Analysis - GE shall analyze and document Signing and Pavement Markings Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

- 11.1 Traffic Data Analysis - **GE** shall review the approved preliminary engineering report, typical section package, traffic technical memorandum and proposed geometric design alignment to identify proposed sign placements and roadway markings. Perform queue analysis.
- 11.2 No Passing Zone Study - **GE** shall perform all effort required for field data collection, and investigation in accordance with the FDOT's Manual on Uniform Traffic Studies. **GE** shall submit the signed and sealed report to the CITY for review and approval.
- 11.3 Reference and Master Design File - **GE** shall prepare the Signing & Marking Design file to include all necessary design elements and all associated reference files.
- 11.4 Multi-Post Sign Support Calculations - **GE** shall determine the appropriate column size from FDOT's Multi-Post Sign Program(s).
- 11.5 Sign Panel Design Analysis - Establish sign layout, letter size and series for non-standard signs.
- 11.6 Quantities
- 11.7 Cost Estimate
- 11.8 Field Reviews
- 11.9 Technical Meetings
- 11.10 Quality Assurance/Quality Control

12. Signing and Pavement Marking Plans - GE shall prepare a set of Signing and Pavement Marking Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums that includes the following.

- 12.1 Key Sheet
- 12.2 Summary of Pay Items Including Quantity Input
- 12.3 Tabulation of Quantities
- 12.4 General Notes/Pay Item Notes
- 12.5 Project Layout
- 12.6 Plan Sheet
- 12.7 Typical Details
- 12.8 Guide Sign Work Sheet(s)
- 12.9 Quality Assurance/Quality Control

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- 13. Signalization Analysis - GE** shall analyze and document Signalization Analysis Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.
- 13.1 Reference and Master Signalization Design File - **GE** shall prepare the Signalization Design file to include all necessary design elements and all associated reference files.
 - 13.2 Quantities
 - 13.3 Cost Estimate
 - 13.4 Technical Special Provisions and Modified Special Provisions
 - 13.5 Field Reviews - **GE** shall collect information from the maintaining agencies and conduct a field review. The review should include, but is not limited to, the following:
 - 13.5.1 Existing Signal and Pedestrian Phasing
 - 13.5.2 Controller Make, Model, Capabilities and Condition/Age
 - 13.5.3 Condition of Signal Structure(s)
 - 13.5.4 Type of Detection as Compared With Current District Standards
 - 13.5.5 Interconnect Media
 - 13.5.6 Controller Timing Data
 - 13.6 Technical Meetings
 - 13.7 Quality Assurance/Quality Control
- 14. Signalization Plans - GE** shall prepare a set of Signalization Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums, which includes the following:
- 14.1 Key Sheet
 - 14.2 Summary of Pay Items Including Designer Interface Quantity Input
 - 14.3 Tabulation of Quantities
 - 14.4 General Notes/Pay Item Notes
 - 14.5 Plan Sheet
 - 14.6 Mast Arm/Monotube Tabulation Sheet
 - 14.7 TCP Signal (Temporary)
 - 14.8 Quality Assurance/Quality Control
- 15. Utility Design – TBD**
- 16. Construction Management – TBD**
- 17. Deliverables**
- 17.1 Phase I (30%) Design Plans for City review. (2 sets)
 - 17.2 Phase II (60%) Design Plans for City review/Permitting (2 sets)
 - 17.3 Phase III (90%) Design Plans and Specifications for City review (2 sets)
 - 17.4 Final Construction Plans and Specifications (Electronically Sealed) in PDF, and CAD Files

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**Gortemoller
Engineering, Inc.**

18. Additional Services - The following are not included in this Scope of Services.

- 18.1 Title Searches
- 18.2 Landscape Design
- 18.3 Construction Engineering and Inspection
- 18.4 Public Involvement or Meeting with additional property owners.
- 18.5 Preparing documents for out-of-sequence services
- 18.6 Providing services of professional consultants (e.g. Electrical, Lighting, Structural Engineer, Urban Forester or Geotechnical) other than as specifically provided for in the above Scope of Services
- 18.7 Signalization Design at Nautilus and Front Beach Road
- 18.8 Mitigation/ Permit Fees

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AGENDA ITEM # 8



Attachment B

**City of Panama City Beach
Bay Parkway Segment 2 Roadway Project
Fee Summary**

		Contract Amount
Task 1	Project General and Project Common Tasks	\$ 24,761.00
Task 2	Survey	\$ 110,000.00
Task 3	Geotechnical Investigation	\$ 82,049.00
Task 4	Traffic Analysis	\$ 22,440.00
Task 5	Roadway Analysis	\$ 129,622.50
Task 6	Drainage Analysis	\$ 79,432.50
Task 7	Roadway/Drainage Plans	\$ 78,956.85
Task 8	Utility Coordination (Gulf Power)	\$ 9,625.00
Task 9	Environmental Permits	\$ 79,676.00
Task 10	Structures - Signals, Box Culverts	\$ 39,756.00
Task 11	Signing & Pavement Marking Analysis	\$ 24,675.00
Task 12	Signing & Pavement Marking Plans	\$ 8,250.00
Task 13	Signalization Analysis	\$ 5,940.00
Task 14	Signalization Plans	\$ 3,262.60
Task 15	Construction Management	TBD
Task 16	Utility Design	TBD
Lump Sum Fee		\$698,446.45

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Attachment C

**City of Panama City Beach
Bay Parkway Segment 2 Roadway Project
Schedule of Hourly Rates**

Gortemoller Engineering

Senior Engineer	\$185.00
Senior Project Engineer	\$125.00
Project Administrator.....	\$125.00
Project Engineer	\$110.00
Engineer	\$95.00
Engineering Intern.....	\$85.00
Inspector.....	\$75.00
CADD Operator	\$65.00
Engineering Technician	\$55.00
Administration	\$45.00

NOVA

Geotechnical Aide.....	\$78.00
Staff Engineer	\$88.00
Project Engineer and / or P.E.....	\$100.00
Senior Engineer, P.E.	\$140.00
Chief Engineer, P.E.	\$170.00
Principal Materials Consultant.....	\$170.00

ICARUS

Hydrologist.....	\$240.00
Principal.....	\$147.00
FAA Certified Drone / UAV Pilot.....	\$137.00
Standard Permitting / Project Manager.....	\$127.00
Standard Permitting / Project Ecologist.....	\$112.00
Environmental Technician.....	\$86.00
Environmental Coordinator / Assistant	\$56.00

FTE

Professional Engineer, P.E.	\$175.00
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DEWBERRY

Principal.....	\$280.00
Engineer I,II,III	\$100.00, \$110.00, \$125.00
Engineer IV,V,VI	\$140.00, \$160.00, \$175.00
Engineer VII,VIII,IX.	\$190.00, \$205.00, \$225.00
Designer I,II,III.....	\$100.00, \$115.00, \$135.00
Designer IV,V,VI, VII.....	\$150.00, \$175.00, \$195.00, \$205.00
CADD Technician I,II,III,IV	\$70.00, \$85.00, \$95.00, \$115.00

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Surveyor I,II,III	\$60.00, \$70.00, \$80.00
Surveyor IV,V,VI	\$100.00, \$105.00, \$120.00
Surveyor VII,VIII,IX	\$140.00, \$165.00, \$185.00
Construction Professional I,II,III	\$120.00, \$135.00, \$155.00
Construction Professional IV,V,VI	\$180.00, \$200.00, \$215.00
Inspector I,II,III	\$80.00, \$95.00, \$110.00
Inspector IV,V,VI	\$130.00, \$140.00, \$155.00
Fully Equipped 1, 2, 3, 4 Person Crews	\$120.00, \$150.00, \$180.00, \$210.00
With Laser Scanner 1, 2 Person	\$170.00, \$200.00
Admin Professional I,II,III,IV	\$65.00, \$85.00, \$100.00, \$110.00

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PhaseII\Agreement\ScopeofServices_BayParkwayPh2050618_StaffHOurs.doc

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AGENDA ITEM # 8

EXHIBIT C
COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. _____

DATE

Reference is made to that certain PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND GORTEMOLLER ENGINEERING, INC. RELATING TO BAY PARKWAY ENGINEERING SERVICES dated _____, 2018, (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to _____.

Engineer's total compensation shall be (check one):

- _____ a stipulated sum of \$ _____; or
- _____ a stipulated sum of \$ _____ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,
 - Allowance of \$ _____ for _____, and
 - Allowance of \$ _____ for _____; or
- _____ a fee determined on a time-involved basis with a maximum cost of \$ _____;

as set forth upon incorporated Attachment B, Fee Breakdown, and shall be paid in monthly installments as specified in the Agreement.

Work shall begin on _____, 20__, and shall be completed within _____ calendar days. The date of completion of all work is therefore _____, 20__. Liquidated delay damages, if any, are set at the rate of \$ _____ per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

Upon execution of this task order by both Engineer and City, Engineer is directed to proceed.

IN WITNESS WHEREOF the parties have caused these presents to be executed in their names on the date shown.

Witness:

GORTEMOLLER ENGINEERING, INC.

By: _____ Date: _____
Its:

CITY OF PANAMA CITY BEACH, FLA.

ATTEST:

By: _____ Date: _____
City Manager

City Clerk

COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 2018-01

DATE
5/10/2018

Reference is made to that certain AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND GORTEMOLLER ENGINEERING, INC. RELATING TO BAY PARKWAY ENGINEERING SERVICES dated _____, 2018, (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to Bay Parkway Phase II.

Engineer's total compensation shall be (check one):

X a stipulated sum of \$ 698,446.45; or
_____ a stipulated sum of \$ _____ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,
Allowance of \$ _____ for _____, and
Allowance of \$ _____ for _____; or
_____ a fee determined on a time-involved basis with a maximum cost of \$ _____;

as set forth upon incorporated Attachment B, Fee Breakdown, and shall be paid in monthly installments as specified in the Agreement.

Work shall begin on May 14, 2018, and shall be completed within 263 calendar days. The date of completion of all work is therefore January 31, 2019. Liquidated delay damages, if any, are set at the rate of \$ 0.00 per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

Upon execution of this task order by both Engineer and City, Engineer is directed to proceed.

IN WITNESS WHEREOF the parties have caused these presents to be executed in their names on the date shown.

Witness:

GORTEMOLLER ENGINEERING, INC.

By: _____ Date:

Its:

CITY OF PANAMA CITY BEACH, FLA.

ATTEST:

By: _____ Date:

City Manager

City Clerk

Exhibit B

AGENDA ITEM # 8

**CITY OF PANAMA CITY BEACH
BUDGET TRANSFER FORM BF-10**

No. BA # 24

FUND	GENERAL ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-4100-541.65-85	Construction in Progress Bay Parkway Phase II	0.00	700,000.00	700,000.00
FROM	001-8100-999-95-00	Reserves Restricted	3,621,149.00	(700,000.00)	2,921,149.00
TO			0.00	0.00	0.00
FROM			0.00	0.00	0.00
		Check Adjustment Totals:	3,621,149.00	0.00	3,621,149.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To appropriate funds from the 1/2 cent sales surtax for engineering services related to Bay Parkway

Phase II (total collections from inception thru April 2018 1,204,453.65 - no funds expended to date)

ROUTING FOR APPROVAL

_____ DEPARTMENT HEAD _____ DATE

_____ CITY MANAGER _____ DATE

_____ FINANCE DIRECTOR _____ DATE

AGENDA ITEM # 8

Exhibit C