

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 10th day of May, 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

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

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

CITY OF PANAMA CITY BEACH, FLA.

ATTEST:

By: _____ Date: _____

City Manager

City Clerk



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