

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 10th day of May, 2018.

CITY OF PANAMA CITY BEACH

By


MIKE THOMAS, MAYOR

ATTEST:


JO SMITH, CITY CLERK

Mary Jan Bossert
Acting 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:

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:

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

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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.

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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

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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

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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

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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.

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EXHIBIT B

Hourly Rate Schedule

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

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.



**Gortemoller
Engineering, Inc.**

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
----------------------------------	----------

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

G:\GEINC\Projects\AA-Public\CityofPCB\BayParkway-
 PhaseII\Agreement\ScopeofServices_BayParkwayPh2050618_StaffHOurs.doc

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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:

ATTEST:

City Clerk

CITY OF PANAMA CITY BEACH, FLA.

By: _____ Date: _____
City Manager

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):

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:

ATTEST:

City Clerk

CITY OF PANAMA CITY BEACH, FLA.

By: _____ Date: _____
City Manager

Exhibit B



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 black 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
 - 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

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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.



- 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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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



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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**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

Exhibit C