

# PANAMA CITY BEACH CITY COUNCIL

## AGENDA

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

MEETING DATE: FEBRUARY 28, 2019

MEETING TIME: 9:00 A.M.

- I. CALL TO ORDER AND ROLL CALL
- II. INVOCATION – COUNCILMAN MCCONNELL
- III. PLEDGE OF ALLEGIANCE – COUNCILMAN MCCONNELL
- IV. COMMUNITY ANNOUNCEMENTS
- V. APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF FEBRUARY 14, 2019
- VI. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS
- VII. PRESENTATIONS- COUNCILMAN MCCONNELL
  - 1 POLICE DEPARTMENT UPDATE
  - 2 PARKS & RECREATION PRESENTATION TO BOBBY PURVIS FOR 35 YEARS OF SERVICE
- VIII. PUBLIC COMMENTS-REGULAR (NON-PUBLIC HEARINGS) & CONSENT ITEMS ONLY (LIMITED TO THREE MINUTES)
- IX. CONSENT AGENDA
  - 1 **RESOLUTION 19-56, BID AWARD – ALF COLEMAN UTILITIES EXTENSION.** *“A Resolution of the City of Panama City Beach, Florida, approving and authorizing execution of an agreement for extension of Alf Coleman Utilities with Marshall Brothers Construction and Engineering, Inc. in the amount of \$560,910.”*
  - 2 **RESOLUTION 19-63, BID AWARD – PORTABLE GROUND PENETRATING RADARS PURCHASE.** *“A Resolution of the City of Panama City Beach, Florida, authorizing the purchase of two ground penetrating radars from Green Equipment Company in the total amount of \$31,698; and providing an immediately effective date.”*
- X. REGULAR AGENDA - DISCUSSION/ACTION

NO.	OFFICIAL	ITEM
1	ML	ORDINANCE 1480, ST. JOE LARGE SCALE COMP PLAN AMENDMENT, 2 <sup>ND</sup> READING, <u>PUBLIC HEARING</u> AND ADOPTION.
2	ML	ORDINANCE 1481, ST. JOE REZONING, 2 <sup>ND</sup> READING, <u>PUBLIC HEARING</u> AND ADOPTION.
3	ML	ORDINANCE 1483, AMENDING COASTAL MANAGEMENT ELEMENT OF THE COMP PLAN – SEA LEVEL RISE, 2 <sup>ND</sup> READING, <u>PUBLIC HEARING</u> AND ADOPTION.
4*	DC	RESOLUTION 19-65, TASK ORDER 2019-01, FOR PROFESSIONAL ENGINEERING DESIGN, SURVEY, PERMITTING AND CONSTRUCTION ADMINISTRATION SERVICES, MASTER SERVICES AGREEMENT WITH DEWBERRY ENGINEERS, INC., FRONT BEACH ROAD CRA SEGMENT 4.1 (LULLWATER DRIVE TO HILL ROAD).

5\* AS RESOLUTION 19-66, TASK ORDER 2019-02, FOR UTILITY DESIGN, MASTER SERVICE AGREEMENT WITH DEWBERRY ENGINEERS, INC., FRONT BEACH ROAD CRA SEGMENT 4.1 (LULLWATER DRIVE TO HILL ROAD) AND BUDGET AMENDMENT #19.

XI. **DELEGATE AND STAFF REPORTS**

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

2 **ATTORNEY REPORT.**

3 **CITY MANAGER REPORT.**

4 **COUNCIL COMMENTS.**

5 **ADJOURN.**

\*Action items noted with an asterisk are taken both by the City Council and the Panama City Beach Redevelopment Agency jointly and concurrently.

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

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

*MJ Bossert* 02/25/19  
 City Clerk Date

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

*MJ Bossert* 02/25/19  
 City Clerk Date

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

E-mailed to interested parties and posted on the website on: 2/25/19 2P.M.

NOTE; COPIES OF THE AGENDA ITEMS ARE POSTED ON THE CITY'S WEBSITE

[WWW.PCBGOV.COM](http://WWW.PCBGOV.COM) .

THIS MEETING WILL BE LIVE-STREAMED ON THE CITY WEBSITE AND CITY FACEBOOK PAGE "CITY OF PANAMA CITY BEACH-GOVERNMENT".

NOTE: ONE OF MORE MEMBERS OF OTHER CITY BOARDS MAY APPEAR AND SPEAK AT THIS MEETING.

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

# DRAFT MINUTES

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The Regular Meeting of the City Council of the City of Panama City Beach, Florida, and when permitted or required by the subject matter, the Panama City Beach Community Redevelopment Agency, held on February 14, 2019.

ROLL  
MAYOR MIKE THOMAS

COUNCILORS:  
PAUL CASTO  
PHIL CHESTER  
GEOFF MCCONNELL  
HECTOR SOLIS

CITY MANAGER:  
MARIO GISBERT  
CITY CLERK:  
MARY JAN BOSSERT  
CITY ATTORNEY:  
AMY MYERS

Mayor Thomas called the Regular Meeting to order at 6 p.m. with all Councilmen, the City Manager, City Clerk and City Attorney present.

Vice-Mayor Chester gave the invocation and led the Pledge of Allegiance.

Mayor Thomas announced the upcoming Community Events.

The Minutes of the Regular Meeting January 24, 2019 were read. **Councilman Casto made the motion to approve the Minutes as written. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:**

<b>Councilman Chester</b>	<b>Aye</b>
<b>Councilman McConnell</b>	<b>Aye</b>
<b>Councilman Solis</b>	<b>Aye</b>
<b>Councilman Casto</b>	<b>Aye</b>
<b>Mayor Thomas</b>	<b>Aye</b>

Mayor Thomas asked if there were any additions or deletions to the Agenda. Councilman Casto requested to remove Resolution 19-61 from the Consent Agenda and add it to the Regular Agenda for discussion. **Councilman Chester made the motion to approve the Agenda with the change. Second was made by Councilman McConnell and the motion passed by unanimous roll call vote as follows:**

<b>Councilman Chester</b>	<b>Aye</b>
<b>Councilman McConnell</b>	<b>Aye</b>
<b>Councilman Solis</b>	<b>Aye</b>
<b>Councilman Casto</b>	<b>Aye</b>
<b>Mayor Thomas</b>	<b>Aye</b>

### **PRESENTATIONS**

1 **BOYS & GIRLS CLUB CIVIC ACHIEVEMENT AWARD.** Councilman Chester introduced Leah Anderson and presented her with the Civic Achievement Award for exemplary service to the Boys and Girls Club. Ms. Latina Reed, Club representative,

spoke of Leah Anderson's contributions to the Club. Since the meeting fell on Valentine's Day, Councilman Chester presented Ms. Anderson with a stuffed animal and chocolates. The audience responded with applause.

**2 KEY TO THE CITY PRESENTATION TO MS. SHERRY SWARTOUT, FORMER CIVIL SERVICE COMMISSION MEMBER.** Councilman Chester introduced Ms. Swartout and presented her with the key to the City. Councilman Chester congratulated her and thanked her for her hard work and dedication to the Civil Service Board. The audience responded with applause.

**3 HOMETOWN HEROES – HURRICANE MICHAEL.** Councilman Solis presented a Hometown Heroes Proclamation to Scott Heilmann, APRN, Dr. Ismail Zabih, and Staff with Coastal Internal Medicine. Dr. Ismail Zabih and Scott Heilmann, APRN, with Coastal Internal Medicine played an integral role in recovery after Hurricane Michael by offering free medical services to those in need after the storm. The audience responded with applause.

Councilman Solis presented a Hometown Heroes Proclamation to Guillermo and Danielle Dovalina, owners of Dovalina Wood Fired Pizzas. Guillermo & Danielle Dovalina for donating pizza to thousands of individuals and first responders in need following Hurricane Michael. The audience responded with applause.

Councilman Solis presented a Hometown Heroes Proclamation to Pastor Derrick Bennett for Northstar Church Beach Campus. Northstar Church Panama City Beach Campus served as a point of collection and distribution for much needed recovery items, housed First Responders, deputy sheriffs from all over the state, and distributed goods to their Callaway Campus. The audience responded with applause.

Councilman McConnell presented a Hometown Heroes Proclamation to Mark and Jessica Sheldon. They worked tirelessly by feeding, providing supplies and clothing to families affected by Hurricane Michael. The audience responded with applause.

Councilman Chester stated Woodstock Church Beach Campus had an event today and could not be present to accept their Hometown Heroes Proclamation. Woodstock Church was contacted assisted many different Disaster Relief teams, housed 166 members of the Search and Rescue Team of the First Responders, distributed food boxes throughout Bay County, and served as a collection and distribution place for dry goods, water, toiletries, diapers, wipes, and cleaning supplies. The audience responded with applause.

Councilman Casto presented a Hometown Heroes Proclamation to all City Employees. Councilman Casto explained that the employees of the City went above and beyond to stabilize vital utility services, provide information, protect the citizens and recovery workers as well as assist surrounding areas in need. The audience responded with applause.

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

Mayor Thomas opened the Public Comments section of the meeting at 6:23 p.m. and invited comments. There were none. He closed the Public Comments at 6:23 p.m.

**CONSENT AGENDA**

Ms. Bossert read the Consent Agenda Items by title.

**1 RESOLUTION 19-54, BID AWARD – MINI EXCAVATOR PURCHASE.** *A Resolution of the City of Panama City Beach, Florida, approving an agreement with United Rentals in the amount of \$41,635 for the purchase of a mini excavator; and providing an immediately effective date.*”

**2 RESOLUTION 19-55, BID AWARD- SOIL CONDITIONING CHEMICALS PURCHASE.** *“A Resolution of the City of Panama City Beach, Florida approving the purchase of Soil Conditioning Chemicals from Southeastern Turf Grass Supply, Inc. for \$96,864; and providing an immediately effective date.”*

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

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

#### **REGULAR AGENDA**

**ITEM 1a RESOLUTION 19-61, TASK ORDER NO. 2 TO THE MASTER SERVICES AGREEMENT WITH GORTEMOLLER ENGINEERING, INC. RELATING TO BAY PARKWAY ENGINEERING SERVICES.** Councilman Casto commented this is one of the most important projects that the Beach is currently involved in. Dexter Gortemoller with Gortemoller Engineering commented it is a very important project for Panama City Beach and the whole community. Gortemoller explained that final plans should be ready to go out for bid in the middle of June and are currently in the process of finalizing the stormwater design. Councilman McConnell asked them to challenge their schedule, to finish the project as soon as possible. Mr. Gisbert thanked the previous councils for approving the previous sections of the project as well as all partners and companies that are involved. Ms. Myers read Resolution 19-61 by title. The Council had no further comments. **Councilman Solis made the motion to approve Resolution 19-61. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:**

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

**ITEM 1 SHOREWALK SUBDIVISION PLAT APPROVAL, PUBLIC HEARING.** Ms. Myers explained the plat creates 24 lots to be conveyed and ratifies the development order. Staff has reviewed the subject plat and determined it will meet applicable requirements. The Mayor opened the Public Hearing at 6:30 p.m. and asked for comments. There were none. He closed the Public Hearing at 6:30 p.m. **Councilman McConnell made the motion to approve the Shorewalk Subdivision Plat. Second was by Councilman Solis and the motion passed by unanimous roll call vote recorded as follows:**

<b>Councilman Chester</b>	<b>Aye</b>
<b>Councilman McConnell</b>	<b>Aye</b>
<b>Councilman Solis</b>	<b>Aye</b>
<b>Councilman Casto</b>	<b>Aye</b>
<b>Mayor Thomas</b>	<b>Aye</b>

**ITEM 2 APPOINTMENT TO THE HALF-CENT SALES TAX CITIZENS OVERSIGHT COMMITTEE.** Ms. Myers explained there is a vacancy on the committee due to one of the members moving outside the City limits. Councilman Casto thanked Mr. James Gillespie for his service on the committee. Mr. Casto appointed Mr. John Johnson to the Half-Cent Sales Tax Citizens Oversight Committee. There were no objections.

**ITEM 3 RESOLUTION 19-57, NOTICE OF GRANT AWARD-2019 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)(2019-JAGC-BAY-1-N2-011), PURCHASE OF BALLISTIC HELMETS, AND BUDGET AMENDMENT #14.** Ms. Myers read Resolution 19-57 by title. The Council had no comments. Councilman Chester made the motion to approve Resolution 19-57. Second was by Councilman McConnell and the motion passed by unanimous roll call vote recorded as follows:

<b>Councilman Chester</b>	<b>Aye</b>
<b>Councilman McConnell</b>	<b>Aye</b>
<b>Councilman Solis</b>	<b>Aye</b>
<b>Councilman Casto</b>	<b>Aye</b>
<b>Mayor Thomas</b>	<b>Aye</b>

**ITEM 4 RESOLUTION 19-58, NOTICE OF GRANT AWARD-2019 CRIMINAL JUSTICE AWARD- (2019-JAGD-BAY-1-N3-011), PURCHASE OF TACTICAL COMMUNICATION HEADSETS, AND BUDGET AMENDMENT # 13. RESOLUTION 19-51, BID AWARD - KIDDIE POOL LINER REPAIR PROJECT 2019 AND BUDGET AMENDMENT #10.** Ms. Myers read Resolution 19-58 by title. The Council had no comments.

Councilman McConnell made the motion to approve Resolution 19-58. Second was by Councilman Solis and the motion passed by unanimous roll call vote recorded as follows:

<b>Councilman Chester</b>	<b>Aye</b>
<b>Councilman McConnell</b>	<b>Aye</b>
<b>Councilman Solis</b>	<b>Aye</b>
<b>Councilman Casto</b>	<b>Aye</b>
<b>Mayor Thomas</b>	<b>Aye</b>

**ITEM 5 RESOLUTION 19-59, NEW FIRE STATION LAND PURCHASE AND BUDGET AMENDMENT #15.** Ms. Myers read Resolution 19-59 by title. The Council had no comments.

Councilman Casto made the motion to approve Resolution 19-59. Second was by Councilman Solis and the motion passed by unanimous roll call vote recorded as follows:

<b>Councilman Chester</b>	<b>Aye</b>
<b>Councilman McConnell</b>	<b>Aye</b>

**Councilman Solis           Aye**  
**Councilman Casto        Aye**  
**Mayor Thomas            Aye**

**ITEM 6       RESOLUTION   19-60,   FIRST   AMENDMENT   TO   WWTF   LAND  
PURCHASE AGREEMENT.** Ms. Myers read Resolution 19-60 by title. Councilman  
Chester asked the total number of acres. Ms. Myers explained it was 48 total acres.  
**Councilman Chester made the motion to approve Resolution 19-60. Second was  
by Councilman McConnell and the motion passed by unanimous roll call vote  
recorded as follows:**

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

**ITEM 7       RESOLUTION   19-62,   LETF   PURCHASE   OF   SPECIALIZED  
VEHICLE EQUIPMENT.** Ms. Myers read Resolution 19-62 by title. The Council had no  
comments.  
**Councilman Casto made the motion to approve Resolution 19-62. Second was by  
Councilman Casto and the motion passed by unanimous roll call vote recorded as  
follows:**

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

**DELEGATIONS**

Mayor Thomas explained the Delegations period and opened this portion of the meeting  
at 6:37 p.m.

1       Burnie Thompson, 17292 Front Beach Road. Mr. Thompson stated commented  
on his negative view of the City Council's actions. He alleged to have filed a first  
amendment lawsuit against the City. Thompson asked who would pay the attorney fees  
for his lawsuit against the City.

Mayor Thomas explained the City routinely hires outside counsel. Councilman Solis  
stated the City has insurance through Florida League of Cities to defend lawsuits at no  
additional cost. Mayor Thomas explained that the City is not suing Mr. Thompson. Ms.  
Myers advised she was not aware of any first amendment lawsuit against the City.

2       Paula Henry, 514 Evergreen Street. Ms. Henry spoke positively of the City  
Council and encouraged deeper civic engagement. She expressed frustration that others  
in the media and public do not research the issues and seek to create controversy.

3       Gary Beck, 17001 Front Beach Road. Mr. Beck commented on his ongoing  
allegations and lawsuit against the local governments of Bay County. Mayor Thomas  
asked Mr. Beck to speak on issues relevant to the City. Mr. Beck responded in a  
disruptive manner and refused the Mayor's request. Mayor Thomas asked Mr. Beck to



either speak on topic or sit down. Mr. Beck refused and continued to disrupt the meeting. Chief Whitman escorted Mr. Beck to his seat.

With no further comments, the Mayor closed the Delegations period at 6:48 p.m.

**ATTORNEY REPORT**

Ms. Myers stated she had no report.

**CITY MANAGER REPORT**

Mr. Gisbert read the open bid and available jobs.

**COUNCIL COMMENTS**

Councilman McConnell announced he will be having a Town Hall Meeting on March 5, 2019 from 5:30 p.m. to 7:00 p.m.

Mayor Thomas wished everyone a Happy Valentine's Day.

With nothing further, the meeting was adjourned at 6:50 p.m.

READ AND APPROVED this 28<sup>th</sup> of February, 2019.

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

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

# PRESENTATION

2



## CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

**1. DEPARTMENT MAKING REQUEST/NAME:**

Parks and Recreation

**2. MEETING DATE:**

February 28, 2019

**3. REQUESTED MOTION/ACTION:**

Presentation to Bobby Purvis Recreation Assistant for 35 years of Service working for the Parks and Recreation Department.

**4. AGENDA**

PRESENTATION

PUBLIC HEARING

CONSENT

REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES  NO  N/A

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

Bobby Purvis worked his last day for the Parks and Recreation Department on February 18, 2019.

Bobby has worked 35 years for the Parks and Recreation Department.

He has assisted the department with Youth Baseball, Youth Basketball, Youth Soccer, Youth Softball, Special Events and Tournaments.

A Plaque will be presented to Mr. Bobby Purvis by a City Council Member.

Bobby Purvis will be missed as he was an absolutely terrific employee for the City of Panama City Beach!

# CONSENT ITEM

1



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

**1. DEPARTMENT MAKING REQUEST/NAME:**

Utilities Department - Al Shortt, Utilities Director

**2. MEETING DATE:**

February 28, 2019

**3. REQUESTED MOTION/ACTION:**

Approve the proposed Agreement with Marshall Brothers Construction and Engineering, Inc. for the Alf Coleman Utilities Extension project in the amount of \$560,910.

**4. AGENDA**

PRESENTATION   
PUBLIC HEARING   
CONSENT   
REGULAR

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

N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes  No

N/A

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

The proposed improvements will allow the City to extend the existing infrastructure prior to the planned commercial and residential development in the area. Extending the reclaimed water main to the south side of Hutchinson will provide a greater service area for our reclaimed water irrigation service. The force main extension will increase the flexibility and transmission capability of the sewer system, providing for greater resiliency during emergencies and repairs. The City's utility engineering consultant, Dewberry Engineers, Inc., prepared contract plans and specifications to extend the City utilities. A solicitation for construction bids was publicly advertised and three (3) bidders responded by the deadline on February 12, 2019. Dewberry and City Staff reviewed the bid documents and recommend that the Lump Sum contract be awarded to the lowest responsive bidder, Marshall Brothers Construction and Engineering, Inc. in the amount of \$560,910.

A tabulation of responsive bidders is attached. Also attached is a copy of the proposed construction Agreement. Funds for the project are available in the FY 18/19 Utilities Department budget.

WHY - To allow the City Manager to enter into a construction contract with Marshall Brothers Construction and Engineering, Inc. to extend City reclaimed water and sewer utilities.

WHAT - City reclaimed water and sewer mains will be extended to better serve the community and increase the flexibility and transmission capability of the system.

CONSENT  
AGENDA ITEM # 1

**RESOLUTION 19-56**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT FOR EXTENSION OF ALF COLEMAN UTILITIES WITH MARSHALL BROTHERS CONSTRUCTION AND ENGINEERING, INC. IN THE AMOUNT OF \$560,910.**

**BE IT RESOLVED** that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and Marshall Brothers Construction and Engineering, Inc., relating to the Alf Coleman Utilities Extension Project, in the basic amount of Five Hundred Sixty Thousand, Nine Hundred Ten Dollars (\$560,910.00), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this \_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mike Thomas, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Jan Bossert, City Clerk

ALF COLEMAN UTILITIES EXPANSION  
BID TABULATION  
Panama City Beach, Florida  
February 12, 2019 2:00 P.M.

<u>BIDDER:</u>	<u>ADDRESS:</u>	<u>LUMP SUM:</u>
H&T Contractors, LLC.	376 Ben King Rd. Freeport, FL 32439	\$878,563
Marshall Brothers Construction & Engineering, Inc.	2305 Transmitter Rd. Panama City, FL 32404	\$560,910
Royal American Construction Co., Inc.	1002 W. 23rd St., Suite 400 Panama City, FL 32405	\$667,343

CONSENT  
AGENDA ITEM # 1

SECTION 00050  
AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_  
by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called  
"OWNER") and \_\_\_\_\_, doing business as a  
\_\_\_\_\_(an individual), or (a partnership), or (a corporation), having a business  
address of \_\_\_\_\_ (hereinafter called "CONTRACTOR"), for the  
performance of the Work (as that terms is defined below) in connection with the  
construction of Panama City Beach Alf Coleman Utilities Extension ("Project"), to be  
located at Panama City Beach, Florida, in accordance with the Drawings  
and Specifications prepared by Dewberry, the Engineer of Record (hereinafter called  
"Engineer") and all other Contract Documents hereafter specified.

OWNER and CONTRACTOR, for the consideration herein set forth, agree as  
follows:

1. The CONTRACTOR shall furnish, at its sole expense, all supervision, labor,  
equipment, tools, material, and supplies to properly and efficiently perform all  
of the work required under the Contract Documents and shall be solely  
responsible for the payment of all taxes, permits and license fees, labor  
fringe benefits, insurance and bond premiums, and all other expenses and  
costs required to complete such work in accordance with this Agreement  
(collectively the "Work"). CONTRACTOR'S employees and personnel shall  
be qualified and experienced to perform the portions of the Work to which  
they have been assigned. In performing the Work hereunder,  
CONTRACTOR shall be an independent contractor, maintaining control over  
and having sole responsibility for CONTRACTOR'S employees and other  
personnel. Neither CONTRACTOR, nor any of CONTRACTOR'S sub-  
contractors or sub-subcontractors, if any, nor any of their respective

AGREEMENT

00050-1



PANAMA CITY BEACH ALF COLEMAN UTILITIES EXTENSION  
DEWBERRY PROJECT NO. 50105874

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employees or personnel, shall be deemed servants, employees, or agents of OWNER.

2. The CONTRACTOR will commence the Work required by the Contract Documents within ten (10) calendar days after the date of the NOTICE TO PROCEED to be issued by OWNER in writing thirty (30) days from the date of this Agreement and will achieve Substantial Completion of the Work within forty-five (45) days of the required commencement date, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"). Final Completion of the Work shall be achieved by CONTRACTOR within the time period set forth in Section 15.2 of Section 00100, General Conditions.
3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of \$ 500.00 for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of the General Conditions.
4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$ \_\_\_\_\_ as shown in the BID SCHEDULE, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").
5. The term "Contract Documents" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

Section 00010      ADVERTISEMENT FOR BIDS  
Section 00020      INFORMATION FOR BIDDERS

AGREEMENT

00050-2

CONSENT  
AGENDA ITEM # 1

**PANAMA CITY BEACH ALF COLEMAN UTILITIES EXTENSION  
DEWBERRY PROJECT NO. 50105874**

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Section 00030	BID PROPOSAL FORM
Section 00040	BID BOND
Section 00050	AGREEMENT
Section 00060	PERFORMANCE BOND
Section 00070	PAYMENT BOND
Section 00080	NOTICE OF AWARD
Section 00090	NOTICE TO PROCEED
Section 00095	STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
Section 00096	TRENCH SAFETY ACT CERTIFICATE OF COMPLIANCE
Section 00097	PUBLIC ENTITY CRIMES STATEMENT
Section 00099	CERTIFICATE OF INSURANCE
Section 00100	GENERAL CONDITIONS
Section 00800	SUPPLEMENTAL CONDITIONS

**DRAWINGS prepared by Dewberry, numbered 1 through D8 and  
dated January 2019**

**SPECIFICATIONS prepared or issued by Dewberry dated  
January 2019.**

**ADDENDA**

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_

The Contract Documents also includes any written amendments to any of the  
**AGREEMENT** 00050-3

CONSENT  
AGENDA ITEM # 1

PANAMA CITY BEACH ALF COLEMAN UTILITIES EXTENSION  
DEWBERRY PROJECT NO. 50105874

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above signed by the party to be bound by such amendment. The Contract Documents are sometimes referred to herein as the "Agreement".

6. The OWNER will pay the Contract Price to the CONTRACTOR in the manner and at such times as set forth in Contract Documents.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. This Agreement shall be governed by the laws of the State of Florida.
9. All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

If to Owner:

\_\_\_\_\_ City of Panama City Beach  
\_\_\_\_\_ 110 South Arnold Road  
\_\_\_\_\_ Panama City Beach, FL 32413  
ATTENTION: \_\_\_\_\_ Mario Gisbert, City Manager  
Fax No.: \_\_\_\_\_ (850) 233-5108

If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AGREEMENT

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CONSENT  
AGENDA ITEM # 1

PANAMA CITY BEACH ALF COLEMAN UTILITIES EXTENSION  
DEWBERRY PROJECT NO. 50105874

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ATTENTION: \_\_\_\_\_  
Fax No.: \_\_\_\_\_

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

10. CONTRACTOR recognizes that OWNER is exempt from sales tax and may wish to generate sales tax savings for the Project. Accordingly, to the extent directed by and without additional charge to OWNER, CONTRACTOR shall comply with and fully implement the sales tax savings program as more fully described in the Sales Tax Exemption Addendum. If required by OWNER, the Sales Tax Exemption Addendum shall be made a part of the Contract Documents, the form of which is set forth in Section 00808.
11. The failure of OWNER to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
12. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.
13. Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the

AGREEMENT

00050-5

CONSENT  
AGENDA ITEM #

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PANAMA CITY BEACH ALF COLEMAN UTILITIES EXTENSION  
DEWBERRY PROJECT NO. 50105874

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validity or enforceability of any other section or part thereof.

14. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.
  
15. For this Project, OWNER has designated a Project Representative to assist OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by OWNER for this Project, shall be **Jose A. Pereira P.E., Sr. Associate, Dewberry.**
  
16. CONTRACTOR acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the OWNER, PROJECT REPRESENTATIVE, or ENGINEER may be responsible, in whole or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONTRACTOR expressly acknowledges and agrees that it shall receive no damages for delay. *CONTRACTOR's sole remedy, if any, against OWNER will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No*

AGREEMENT

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CONSENT  
AGENDA ITEM #

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PANAMA CITY BEACH ALF COLEMAN UTILITIES EXTENSION  
DEWBERRY PROJECT NO. 50105874

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Damage For Delay" provision. This section shall expressly apply to claims for early completion, as well as to claims based on late completion. Notwithstanding the foregoing, if the Work is delayed due to the fault or neglect of OWNER or anyone for whom OWNER is liable, and such delays have a cumulative total of more than 90 calendar days, CONTRACTOR may make a claim for its actual and direct delay damages accruing after said 90 calendar days as provided in Section 00805 Supplemental Conditions, Contract Claims and Changes. Except as expressly set forth in this section, in no event shall OWNER be liable to CONTRACTOR whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

17. **INSURANCE - BASIC COVERAGES REQUIRED**

The CONTRACTOR shall procure and maintain the following described insurance on policies and with insurers acceptable to OWNER. Current Insurance Service Office (ISO) policies, forms, and endorsements or equivalents, or broader, shall be used where applicable.

These insurance requirements shall not limit the liability of the CONTRACTOR. The insurance coverages and limits required of CONTRACTOR under this Agreement are designed to meet the minimum requirements of OWNER and the OWNER does not represent these types or amounts of insurance to be sufficient or adequate to protect the CONTRACTOR'S interests or liabilities. CONTRACTOR alone shall be responsible to the sufficiency of its own insurance program.

The CONTRACTOR and the CONTRACTOR'S subcontractors and sub-subcontractors shall be solely responsible for all of their property, including but not limited to any materials, temporary facilities, equipment and vehicles, and for

AGREEMENT

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CONSENT  
AGENDA ITEM #

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PANAMA CITY BEACH ALF COLEMAN UTILITIES EXTENSION  
DEWBERRY PROJECT NO. 50105874

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obtaining adequate and appropriate insurance covering any damage or loss to such property. The CONTRACTOR and the CONTRACTOR'S sub-contractors and sub-subcontractors expressly waive any claim against OWNER arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the OWNER or anyone for whom the OWNER is responsible. The CONTRACTOR is obligated to include, or cause to be included, provisions similar to this paragraph in all of the CONTRACTOR'S subcontracts and its subcontractors' contracts with their sub-subcontractors.

The CONTRACTOR'S deductibles/self-insured retention's shall be disclosed to OWNER and are subject to OWNER'S approval. They may be reduced or eliminated at the option of OWNER. The CONTRACTOR is responsible for the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss shall be the responsibility of CONTRACTOR and shall not be greater than \$25,000, unless otherwise agreed to, in writing, by OWNER.

Insurance required of the CONTRACTOR or any other insurance of the CONTRACTOR shall be considered primary, and insurance of OWNER shall be considered excess, as may be applicable to claims or losses which arise out of the Hold Harmless, Payment on Behalf of OWNER, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE  
COVERAGE

The CONTRACTOR shall purchase and maintain workers' compensation and  
AGREEMENT 00050-8

CONSENT  
AGENDA ITEM # 1

PANAMA CITY BEACH ALF COLEMAN UTILITIES EXTENSION  
DEWBERRY PROJECT NO. 50105874

employers' liability insurance for all employees engaged in the Work, in accordance with the laws of the State of Florida, and, if applicable to the Work, shall purchase and maintain Federal Longshoremen's and Harbor Workers' Compensation Act Coverage. Limits of coverage shall not be less than:

\$1,000,000	Limit Each Accident
\$1,000,000	Limit Disease Aggregate
\$1,000,000	Limit Disease Each Employee

The CONTRACTOR shall also purchase any other coverage required by law for the benefit of employees.

The CONTRACTOR shall provide to OWNER an Affidavit stating that it meets all the requirements of Florida Statute 440.02 (15) (d).

COMMERCIAL GENERAL LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Commercial General Liability Insurance on a full occurrence form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Products and Completed Operation Liability Coverages and shall not exclude coverage for the "X" (Explosion), "C" (Collapse) and "U" (Underground) Property Damage Liability exposures. Limits of coverage shall not be less than:

Bodily Injury, Property Damage & Personal Injury Liability	\$1,000,000 Combined Single Limit Each Occurrence, and
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AGREEMENT

00050-9

CONSENT

AGENDA ITEM #

1



PANAMA CITY BEACH ALF COLEMAN UTILITIES EXTENSION  
DEWBERRY PROJECT NO. 50105874

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	\$2,000,000 Aggregate Limit
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The General Aggregate Limit shall be specifically applicable to this Project. The Completed Operations Liability Coverages must be maintained for a period of not less than three (3) years following OWNER'S final acceptance of the project.

The CONTRACTOR shall add OWNER as an additional insured through the use of Insurance Service Office Endorsements No. CG 20.10.10.01 and No. CG 20.37.10.01 wording or equivalent, or broader, an executed copy of which shall be attached to or incorporated by reference on the Certificate of Insurance to be provided by CONTRACTOR pursuant to the requirements of the Contract Documents.

BUSINESS AUTOMOBILE LIABILITY COVERAGE

The CONTRACTOR shall purchase and maintain Business Automobile Liability Insurance as to ownership, maintenance, use, loading and unloading of all of CONTRACTOR'S owned, non-owned, leased, rented or hired vehicles with limits not less than:

Bodily Injury & Property Damage	\$1,000,000 Combined Single Limit Each Accident
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AGREEMENT

00050-10

CONSENT  
AGENDA ITEM #

1

EXCESS OR UMBRELLA LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverages as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverages with no gaps in continuity of coverages or limits with OWNER 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 \$10,000,000, each occurrence and aggregate as required by OWNER.

ADDITIONAL INSURANCE

None is required at this time

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

AGREEMENT

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CONSENT  
AGENDA ITEM # 1

PANAMA CITY BEACH ALF COLEMAN UTILITIES EXTENSION  
DEWBERRY PROJECT NO. 50105874

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IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in two (2) copies each of which shall be deemed an original on the date first written above.

(SEAL)

OWNER:

CITY OF PANAMA CITY BEACH,  
FLORIDA

ATTEST:

BY: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

NAME: \_\_\_\_\_

(Please type)

TITLE: \_\_\_\_\_

\_\_\_\_\_  
City Attorney (as to form only)

CONTRACTOR:

ATTEST:

BY: \_\_\_\_\_

\_\_\_\_\_  
NAME

(Please Type)

NAME: \_\_\_\_\_

(Please Type)

ADDRESS: \_\_\_\_\_

END OF SECTION 00050

AGREEMENT

00050-12

CONSENT  
AGENDA ITEM # 1

PANAMA CITY BEACH ALF COLEMAN UTILITIES EXTENSION  
DEWBERRY PROJECT NO. 50105874

ORIGINAL

SECTION 00030  
BID PROPOSAL FORM (Revised)

This proposal of Marshall Brothers Construction & Engineering, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida, doing business as a corporation (a corporation, a partnership or an individual), whose Florida contractor's license number is CGC061335 / CUC057306 is hereby submitted to the CITY OF PANAMA CITY BEACH (hereinafter called "OWNER").

In compliance with the requirements of the Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the Panama City Beach Alf Coleman Utilities Extension Project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under the CONTRACT DOCUMENTS within ten (10) calendar days after the NOTICE TO PROCEED to be issued by Owner in writing and achieve Substantial Completion of the WORK within 90 consecutive calendar days thereafter. Final Completion of the WORK shall be achieved by BIDDER within the calendar days specified in the General Conditions after the date of Substantial Completion.

BIDDER further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day that expires after the Contract Time until Substantial Completion of the WORK is achieved as provided in Section 15 of the General Conditions.

BID PROPOSAL FORM

00030-1

CONSENT  
AGENDA ITEM # 1

**PANAMA CITY BEACH ALF COLEMAN UTILITIES EXTENSION**  
**DEWBERRY PROJECT NO. 50105874**

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**BIDDER acknowledges receipt of the following ADDENDUM:**

Addendum No. 1 dated 2/1/2019  
Addendum No. \_\_\_\_\_  
Addendum No. \_\_\_\_\_

**BASE BID**

**BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following lump sum:** Five hundred sixty thousand nine hundred ten dollars and 00/100 (\$560,910.00)

The BIDDER proposes and agrees, if this Proposal is accepted, to contract with the OWNER in the required form of the Agreement, Section 00050, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the WORK in full and in accordance with the shown, noted, described and reasonably intended requirements of the CONTRACT DOCUMENTS according to the following schedule:

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

**PANAMA CITY BEACH ALF COLEMAN UTILITIES EXTENSION**  
**DEWBERRY PROJECT NO. 50105874**

**PANAMA CITY BEACH ALF COLEMAN FORCE MAIN AND RECLAIM WATER MAIN EXTENSIONS**  
**BID SCHEDULE**

<b><u>ITEM NO.</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT</u></b>	<b><u>QUANTITY</u></b>	<b><u>COST</u></b>
1	18" AWWA C900 sewage force main extension along the south side of Alf Coleman Road with all Associated fittings, isolation valves, sidewalk replacement as required to connect new force main to existing force main at Middle Beach Road.	LS	1	<u>\$ 186,400.00</u>
2	18" AWWA C900 FPVC HDD Force Main at the entrance of Stone Harbor Apartments with associated restrained fittings, 2" PVC force main connection, sidewalk replacement.	LS	1	<u>\$ 86,100.00</u>
3	12" AWWA C900 reclaim water main extension along north side of Alf Coleman Road with associated fittings, isolation valves, ARV, side walk replacement.	LS	1	<u>\$ 32,500.00</u>
4	12" AWWA C900 FPVC HDD reclaim water main at Middle Beach Road with all associated restrained fittings.	LS	1	<u>\$ 48,000.00</u>
5	Two (2) 18" Force Main Line Stopping Systems	LS	1	<u>\$ 40,800.00</u>
6	LS #86 6" FM Connection to New 18" FM	LS	1	<u>\$ 21,300.00</u>
7	Layout	LS	1	<u>\$ 4,800.00</u>
8	All other Associated Work	LS	1	<u>\$ 22,300.00</u>
9	Maintenance of Traffic	LS	1	<u>\$ 11,500.00</u>
10	Certified As-Built Survey	LS	1	<u>\$ 6,500.00</u>

BID PROPOSAL FORM

00030-3  
 CONSENT  
 AGENDA ITEM # 1

**PANAMA CITY BEACH ALF COLEMAN UTILITIES EXTENSION**  
**DEWBERRY PROJECT NO. 50105874**

11	NPDES Administration Force and Reclaim Water Mains	LS	1	<u>\$7,300.00</u>
12	Testing	LS	1	<u>\$4,500.00</u>
13	Miscellaneous Restorations	LS	1	<u>\$55,300.00</u>
14	Hold Harmless	LS	1	<u>\$ 10.00</u>
15	Bonds (Max 2% of Bid	LS	1	<u>\$11,200.00</u>
16	Mobilization (Max 4% of Bid)	LS	1	<u>\$22,400.00</u>
<b>TOTAL LUMP SUM BID</b>				<u><b>\$560,910.00</b></u>

**ALTERNATE 1**

1	Open Cut trench method to install 18" AWWA C900 Force Main, associated fittings, pavement and sidewalk, removal and replacement, all other restorations, and MOT for a complete work in lieu of a horizontal direction drill method at Stone Harbor Apartments Entrance.	LS	1	<u>\$50,700.00</u>
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**NOTE:**

1. BIDS shall include sales tax and all other applicable taxes and fees. The OWNER may elect to utilize the Sales Tax Exemption Addendum (Section 00098) for material at its sole discretion.
2. BIDS shall be on the basis of a lump sum price, as noted above, and shall be the total compensation to be paid by OWNER for the complete WORK.
3. Bid unit prices and quantities, shall be applicable for any revisions to the WORK (either additions or omissions) including drilled shaft revisions. In addition, these unit prices and quantities shall be reflected in the Schedule of Values as specified in the General Conditions. All unit prices are understood to include all associated charges for layout, insurance, taxes, field office and supervision, overhead and profit, bonds and miscellaneous items.
4. The OWNER reserves the right to reject any and all bids received.

**PANAMA CITY BEACH ALF COLEMAN UTILITIES EXTENSION**  
**DEWBERRY PROJECT NO. 50105874**

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5. **Failure to insert a bid amount for any item in the Bid Schedule will be considered grounds for the OWNER to determine the BID is non-responsive.**
  
6. **By submitting this BID, the BIDDER and the BID BOND surety, are deemed to have stipulated and agreed that any and all claims, demands, actions or suits whatsoever, arising under this BID and/or BID BONDS, shall be subjected to the sole and exclusive jurisdiction and venue of the Circuit Court of Bay County, Florida. The BIDDER and BID BOND surety do agree, by submittal of this BID, that the sole and exclusive jurisdiction and venue in said forum is proper and appropriate since performance of the underlying contract to be awarded is to be accomplished within Bay County, Florida.**

**Bidder's Certification**

BIDDER certifies that it has thoroughly familiarized itself with and inspected the site and has read and is thoroughly familiar with the CONTRACT DOCUMENTS. Additional site investigation, if deemed necessary by the BIDDER, shall be performed prior to BID submittal at the BIDDER's sole expense. Bidder certifies that the BID submitted is complete and is sufficient for the Bidder to provide a fully operational and working system in accordance with the CONTRACT DOCUMENTS. Furthermore, BIDDER certifies its understanding that neither the OWNER, PROJECT REPRESENTATIVE, nor ENGINEER shall provide any labor, equipment or materials of any kind, which may be required for the performance of the WORK, unless otherwise specifically directed by OWNER. Likewise, BIDDER certifies that it shall provide all equipment, materials, labor and services necessary to complete the WORK in accordance with the CONTRACT DOCUMENTS whether or not such equipment, material, labor, or service is expressly identified. Such occurrences are deemed subsidiary obligations of the contract for which complete compensation is made under the Lump Sum. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

As required, the following documents are submitted with this Bid Proposal:

1. Bid Bond – Section 00040
2. Executed Statement Under Section 287.087, Florida Statutes, On Preference To Businesses With Drug-Free Workplace Programs – Section 0095
3. Executed Trench Safety Act Compliance Document – Section 00096
4. Executed Public Entity Crimes Statement – Section 00097
5. All acknowledged Addenda
6. Sales Tax Exemption Addendum - 00808



**PANAMA CITY BEACH ALF COLEMAN UTILITIES EXTENSION**  
**DEWBERRY PROJECT NO. 50105874**

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**CONTRACTOR:**

Marshall Brothers Construction & Engineering, Inc

John M Marshall

**Address**

2305 Transmitter Road, Panama City, FL 32404

850-596-4526

**Phone Number**

2/12/2019

**Date**

END OF SECTION 00030

CONSENT  
AGENDA ITEM # 1

**CITY OF PANAMA CITY BEACH  
ALF COLEMAN UTILITIES EXTENSION**

**ADDENDUM NO. 1**

**February 1, 2019**

**(This Form Must Be Signed and Submitted With Bid Form)**

Addendum No. 1 addresses the following issues:

**SPECIFICATIONS**

**Section 00030 – Proposal and Bid Form**

Line item 5 on page 00030-3 has been revised to reflect a lump-sum unit as shown in the attached bid proposal form.

**Section 00050 – Agreement**

The excess or umbrella liability coverage, initially listed at \$10,000,000, has been reduced to \$5,000,000 as shown in the attached agreement.

**BIDDER:**

**BY:** Marshall Brothers Construction & Engineering, Inc.

John M Marshall

(Printed and Signed)

**TITLE:** President

**DATE:** 2/1/2019

# CONSENT ITEM

2



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

**1. DEPARTMENT MAKING REQUEST/NAME:**

Utilities Department - Al Shortt, Utilities Director

**2. MEETING DATE:**

February 28, 2019

**3. REQUESTED MOTION/ACTION:**

Approve a purchase order in the amount of \$31,698 for the purchase and delivery of two Ground Penetrating Radars.

**4. AGENDA**

PRESENTATION  
PUBLIC HEARING  
CONSENT  
REGULAR

<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

**5. IS THIS ITEM BUDGETED (IF APPLICABLE)?** Yes  No

N/A

BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes  No

N/A

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

City utilities are currently located primarily by using a metal detector to find the locating wire placed on the pipe. The depth is then found by manually probing the ground above the pipe with a shovel or a post hole digger. A ground penetrating radar can locate the depth of the pipe, as well as the diameter by rolling across the ground above and scanning the subsurface. One ground penetrating radar was purchased in 2017 and has greatly enhanced our department's ability to locate utilities accurately and efficiently. The two additional units will fully equip our staff to respond to the high volume of locate requests in the most efficient manner.

City staff prepared bid documents for the supply and delivery of two ground penetrating radar units. A solicitation for bids was publicly advertised and one bid was received. The Bid Tabulation is attached to this document.

This project is currently budgeted and the proposed expenditure is within the budgeted amount. Staff has reviewed the bid and recommends award of the purchase order to Green Equipment Co. in the amount of \$31,698.

WHY - To allow the City Manager to enter into a contract for the purchase and delivery of two Ground Penetrating Radars in the amount of \$31,698.

WHAT - To locate utilities in the most efficient manner possible.

CONSENT

AGENDA ITEM #

2

**RESOLUTION 19-63**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF TWO GROUND PENETRATING RADARS FROM GREEN EQUIPMENT COMPANY IN THE TOTAL AMOUNT OF \$31,698; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.**

**BE IT RESOLVED** by the City Council of the City of Panama City Beach that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Green Equipment Company, relating to the purchase of two ground penetrating radars, in the total amount of Thirty-One Thousand, Six Hundred, Ninety-Eight Dollars (\$31,698.00) on substantially the terms and conditions of the quote attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this \_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mike Thomas, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Jan Bossert, City Clerk

CONSENT  
AGENDA ITEM # 2

Resolution 19-63

GROUND PENETRATING RADARS  
BID TABULATION  
Panama City Beach, Florida  
February 12, 2019 2:30 P.M.

<u>BIDDER:</u>	<u>ADDRESS:</u>	<u>LUMP SUM:</u>
Green Equipment Company	2563 Gravel Dr. Ft. Worth, TX 76118	\$31,698

CONSENT  
AGENDA ITEM # 2

**BID PROPOSAL FORM**

TO: City of Panama City Beach, Florida

SUBMITTED: JANUARY 28, 2019.

**TWO (2) PORTABLE GROUND PENETRATING RADARS**

The Undersigned, as Bidder, hereby declares that they have examined the bid specifications and informed themselves fully in regard to all conditions pertaining to the equipment to be supplied.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the City of Panama City Beach for the lump sum price listed, in full and complete accordance with the requirements of the specifications to the full and entire satisfaction of the City of Panama City Beach, Florida, with a definite understanding that no additional money will be allowed for extra work. Payment in full will be made to the supplier within 30 days of delivery. The Bidder further proposes and agrees hereby to supply the specified equipment within 12 consecutive weeks from issuance of a Purchase Order.

Purchase will be made under terms and conditions specified by City in its form of Purchase Order. Final payment, in readily available funds, will be made upon acceptance by City of strictly conforming goods after delivery. Strict adherence to the specifications is required.

**ADDENDUM ACKNOWLEDGMENT:**

I, the undersigned bidder, hereby acknowledge receipt of the following addenda:

ADDENDUM NO. 021219.1      ADDENDUM NO. \_\_\_\_\_

**LUMP SUM BID PRICE:**

Lump sum price for furnishing two (2) Portable Ground Penetrating Radars in accordance with the contract Specifications:

\$ 31,698.00

MAKE AND MODEL OF BID GPR: RADIO DETECTION 1100 GPR

GREEN EQUIPMENT COMPANY

(SUPPLIER)

BY: JASON WILEY

TITLE: SALESMAN

ADDRESS: 2563 GRAVEL DRIVE

STREET

FORTWORTH TX 76118

CITY

STATE

CONSENT

AGENDA ITEM # 2

Any exceptions to the bid specifications must be noted on a bidder provided attachment to this form.

END OF BID FORM

CONSENT  
AGENDA ITEM # 2



**REGULAR ITEM**

**1**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

**1. DEPARTMENT MAKING REQUEST/NAME:**

Building and Planning Department

**2. MEETING DATE:**

02/28/2019

**3. REQUESTED MOTION/ACTION:**

The St. Joe Company has requested a large-scale plan amendment (over 10 acres) to change the Future Land Use Map for 14.97 acres located at the end of Griffin Boulevard (map and information attached) from Agriculture to Industrial. The request is accompanied by a rezoning request from Agriculture to M-1 (Light Industrial). +

**4. AGENDA**

PRESENTATION   
PUBLIC HEARING   
CONSENT   
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES  NO  N/A

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

St. Joe wishes to create additional industrial land near the commerce park. The Planning Board considered the requests at their October 8, 2018 meeting and recommended approval (6-0). At the December 13, 2018 meeting, the City Council recommended the request be transmitted to the State for further review. The State did not have any objections to the request.

ORDINANCE NO 1480

AN ORDINANCE AMENDING ORDINANCE 1143, KNOWN AS THE "2009 AMENDED AND RESTATED PANAMA CITY BEACH COMPREHENSIVE GROWTH DEVELOPMENT PLAN;" ACTING UPON THE APPLICATION OF THE ST. JOE COMPANY TO CHANGE THE FUTURE LAND USE DESIGNATION OF A PARCEL OF LAND FROM AGRICULTURE TO INDUSTRIAL; DESIGNATING FOR INDUSTRIAL LAND USE A CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, CONSISTING OF APPROXIMATELY 14.97 ACRES; SAID PARCEL LOCATED ON THE EAST SIDE OF GRIFFIN BOULEVARD NORTH OF THE INTERSECTION OF GRIFFIN BOULEVARD AND BEACH PARK TRAIL, AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; AMENDING THE CITY'S FUTURE LAND USE MAP TO DESIGNATE THE PARCEL FOR INDUSTRIAL LAND USE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

WHEREAS, the City of Panama City Beach City Council adopted the "2009 Amended and Restated Panama City Beach Comprehensive Growth Development Plan" (the Comprehensive Plan") on December 10, 2009, by Ordinance No. 1143; and

WHEREAS, The St. Joe Company (the "Applicant") submitted an application requesting an amendment to the Comprehensive Plan; and

WHEREAS, the Panama City Beach Planning Board reviewed the land use request, conducted a public hearing on October 8, 2018, and recommended approval of the request; and

WHEREAS, on December 13, 2018, the City Council conducted a properly noticed transmittal hearing as required by Section 163.3184, Florida Statutes, and on December 18, 2018, transmitted the proposed designations to the Florida Department of Economic Opportunity; and

**AGENDA ITEM # 1**

WHEREAS, on February 28, 2019, as required by Section 163.3184, Florida Statutes, the City Council conducted a properly noticed adoption hearing and adopted this Ordinance in the course of that hearing; and

WHEREAS, all conditions required for the enactment of this Ordinance to amend the City of Panama City Beach Comprehensive Growth Development Plan to make the respective FLUM designation for the subject parcel has been met.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PANAMA CITY BEACH, FLORIDA:

SECTION 1. The following described parcel of real property situated within the municipal limits of the City of Panama City Beach, Florida, is designated for Industrial land use under the Comprehensive Plan, to wit,

SEE ATTACHED AND INCORPORATED EXHIBIT "A"  
and the City's Future Land Use Map is amended accordingly.

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

SECTION 3. This ordinance shall take effect as provided by law.

PASSED, APPROVED and ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mike Thomas, Mayor

**AGENDA ITEM #** 1

ATTEST:

\_\_\_\_\_  
Mary Jan Bossert, City Clerk

EXAMINED AND APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mike Thomas, Mayor

PUBLISHED in the Panama City News-Herald on the 5th day of December, 2018, and the 20th day of February, 2019.

POSTED on pcbgov.com on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mary Jan Bossert, City Clerk

**AGENDA ITEM # 1**

ATTEST:

\_\_\_\_\_  
Mary Jan Bossert, City Clerk

EXAMINED AND APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mike Thomas, Mayor

PUBLISHED in the Panama City News-Herald on the 5th day of December, 2018, and the 20th day of February, 2019.

POSTED on pcbgov.com on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mary Jan Bossert, City Clerk

**AGENDA ITEM # 1**

FOR: ST. JOE COMPANY

DESCRIPTION: COMMENCE AT STATION 554-405 LAGUNA BEACH - LONG BEACH 44 KV. TRANSMISSION LINE, ACCORDING TO GULF POWER COMPANY PROPERTY MAP AX-1541; THENCE SOUTH 01 DEGREE 57 MINUTES 06 SECONDS WEST ALONG THE CENTERLINE OF A 100 FOOT WIDE GULF POWER COMPANY RIGHT OF WAY DESCRIBED IN DEED BOOK 153, PAGE 567, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA FOR 57.71 FEET; THENCE NORTH 58 DEGREES 14 MINUTES 27 SECONDS WEST FOR 57.62 FEET TO THE WEST LINE OF SAID GULF POWER COMPANY RIGHT OF WAY; THENCE CONTINUE NORTH 58 DEGREES 14 MINUTES 27 SECONDS ,WEST ALONG THE NORTH LINE OF A 40 FOOT WIDE NON-EXCLUSIVE EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 2811, PAGE 1564 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA FOR 783.38 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE NORTH 58 DEGREES 14 MINUTES 27 SECONDS WEST ALONG SAID NORTH LINE FOR 900.00 FEET TO THE EAST LINE OF A 110' WIDE ACCESS EASEMENT (GRIFFIN BOULEVARD); THENCE NORTH 27 DEGREES 51 MINUTES 04 SECONDS EAST ALONG SAID EAST LINE FOR 726.00 FEET; THENCE SOUTH 58 DEGREES 14 MINUTES 27 SECONDS EAST FOR 900.00 FEET; THENCE SOUTH 27 DEGREES 51 MINUTES 04 SECONDS WEST FOR 726.00 FEET TO THE NORTH LINE OF SAID 40' WIDE NON-EXCLUSIVE EASEMENT AND THE POINT OF BEGINNING.

EXHIBIT A

AGENDA ITEM # 1

**REGULAR ITEM**

**2**





# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:  
Building and Planning Department

2. MEETING DATE:  
02/28/2019

3. REQUESTED MOTION/ACTION:

The St. Joe Company has requested a large-scale plan amendment (over 10 acres) to change the Future Land Use Map for 14.97 acres located at the end of Griffin Boulevard (map and information attached) from Agriculture to Industrial. The request is accompanied by a rezoning request from Agriculture to M-1 (Light Industrial). +

4. AGENDA

PRESENTATION	<input type="checkbox"/>
PUBLIC HEARING	<input checked="" type="checkbox"/>
CONSENT	<input type="checkbox"/>
REGULAR	<input checked="" type="checkbox"/>

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

DETAILED BUDGET AMENDMENT ATTACHED YES  NO  N/A

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

St. Joe wishes to create additional industrial land near the commerce park. The Planning Board considered the requests at their October 8, 2018 meeting and recommended approval (6-0). At the December 13, 2018 meeting, the City Council recommended the request be transmitted to the State for further review. The State did not have any objections to the request.

ORDINANCE NO 1481

AN ORDINANCE REZONING FROM AGRICULTURAL (AG) TO LIGHT INDUSTRIAL (M-1) THAT CERTAIN PARCEL OF LAND LYING WITHIN THE CITY OF PANAMA CITY BEACH, FLORIDA, CONTAINING APPROXIMATELY 14.97 ACRES; LOCATED ON THE EAST SIDE OF GRIFFIN BOULEVARD NORTH OF THE INTERSECTION OF GRIFFIN BOULEVARD AND BEACH PARK TRAIL, ALL AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON ITS PASSAGE.

WHEREAS, The St. Joe Company, the owner of real property designated herein, has initiated this ordinance by filing a petition praying that said real property, being more particularly described below be rezoned from Agricultural (AG) to Light Industrial (M-1); and

WHEREAS, this ordinance changes only the zoning map designation of the real property described herein; and

WHEREAS, the Panama City Beach Planning Board reviewed the land use request, conducted a public hearing on October 8, 2018, and recommended approval of the request; and

WHEREAS, the City Council conducted public hearings on December 13, 2018 and February 28, 2019; and

WHEREAS, based upon competent substantial evidence adduced in a properly advertised public hearing conducted on December 13, 2018, the City found the requested change to be consistent with the currently applicable Comprehensive Growth Development Plan and to reasonably accomplish a legitimate public purpose.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PANAMA CITY BEACH, FLORIDA:

SECTION 1. The following described parcel of real property situate within the municipal limits of the City of Panama City Beach, Florida, is rezoned from Agricultural (AG) to Light Industrial (M-1), to wit,

SEE ATTACHED AND INCORPORATED EXHIBIT "A"  
and the City's Zoning Map is amended accordingly.

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

SECTION 3. This ordinance shall take effect immediately upon passage, and the land use changes approved herein shall take effect upon, and only upon, adoption by the City Council of Ordinance 1480 adopting a comprehensive plan amendment respecting the lands which are the subject of this ordinance, and that comprehensive plan amendment subsequently becoming effective as provided by law.

PASSED, APPROVED and ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mike Thomas, Mayor

ATTEST:

\_\_\_\_\_  
Mary Jan Bossert, City Clerk

EXAMINED AND APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mike Thomas, Mayor

PUBLISHED in the Panama City News-Herald on the 5th day of December, 2018, and the 20th day of February, 2019.

POSTED on pcbgov.com on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mary Jan Bossert, City Clerk

FOR: ST. JOE COMPANY

DESCRIPTION: COMMENCE AT STATION 554-405 LAGUNA BEACH - LONG BEACH 44 KV. TRANSMISSION LINE, ACCORDING TO GULF POWER COMPANY PROPERTY MAP AX-1541; THENCE SOUTH 01 DEGREE 57 MINUTES 06 SECONDS WEST ALONG THE CENTERLINE OF A 100 FOOT WIDE GULF POWER COMPANY RIGHT OF WAY DESCRIBED IN DEED BOOK 153, PAGE 567, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA FOR 57.71 FEET; THENCE NORTH 58 DEGREES 14 MINUTES 27 SECONDS WEST FOR 57.62 FEET TO THE WEST LINE OF SAID GULF POWER COMPANY RIGHT OF WAY; THENCE CONTINUE NORTH 58 DEGREES 14 MINUTES 27 SECONDS WEST ALONG THE NORTH LINE OF A 40 FOOT WIDE NON-EXCLUSIVE EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 2811, PAGE 1564 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA FOR 783.38 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE NORTH 58 DEGREES 14 MINUTES 27 SECONDS WEST ALONG SAID NORTH LINE FOR 900.00 FEET TO THE EAST LINE OF A 110' WIDE ACCESS EASEMENT (GRIFFIN BOULEVARD); THENCE NORTH 27 DEGREES 51 MINUTES 04 SECONDS EAST ALONG SAID EAST LINE FOR 726.00 FEET; THENCE SOUTH 58 DEGREES 14 MINUTES 27 SECONDS EAST FOR 900.00 FEET; THENCE SOUTH 27 DEGREES 51 MINUTES 04 SECONDS WEST FOR 726.00 FEET TO THE NORTH LINE OF SAID 40' WIDE NON-EXCLUSIVE EASEMENT AND THE POINT OF BEGINNING.

EXHIBIT A

AGENDA ITEM # 2

**REGULAR ITEM**

**3**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

2. MEETING DATE:

Building and Planning Department

02/28/2019

3. REQUESTED MOTION/ACTION:

The Council is requested to approve the recommended changes to the Comprehensive Plan to maintain consistency with State requirements.

4. AGENDA

PRESENTATION  
PUBLIC HEARING  
CONSENT  
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? Yes  No

N/A

BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes  No

N/A

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

The State of Florida requires local governments to review their comprehensive plan every 5 - 7 years based upon a state-approved schedule. During this cycle, coastal communities in the State are required to add language to their comprehensive plans to address sea level rise. Current data indicates our area could experience a sea level rise of approximately 9 inches over the next 100 years. As a result, specific new regulations are not necessary at this time. As such, the changes to the Comprehensive Plan are limited to updating the data and analysis and creation of a new Objective and Policy that requires the City to continue to monitor data and consider amendments when needed.

At the December 13, 2018 meeting, the City Council recommended the amendments be transmitted to the State for further review. The State did not have any objections to the amendments.

ORDINANCE NO. 1483

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH AMENDING ORDINANCE 1143, KNOWN AS THE "2009 AMENDED AND RESTATED PANAMA CITY BEACH COMPREHENSIVE GROWTH DEVELOPMENT PLAN;" AMENDING THE COASTAL MANAGEMENT ELEMENT TO ADOPT NEW OBJECTIVE AND POLICY RELATED TO THE MONITORING AND MITIGATION OF SEA LEVEL RISE, UPDATING DATA ANALYSIS THROUGHOUT THE COASTAL MANAGEMENT ELEMENT, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AS PROVIDED BY LAW.

WHEREAS, the Panama City Beach Council adopted the "2009 Amended and Restated Panama City Beach Comprehensive Growth Development Plan" (the Comprehensive Plan") on December 10, 2009, by Ordinance No. 1143; and

WHEREAS, the City is hereby initiating a text amendment to the Comprehensive Plan; and

WHEREAS, the Panama City Beach Planning Board reviewed the Amendment, conducted a public hearing on December 8, 2018, and recommended approval of the request; and

WHEREAS, on December 13, 2018, the City Council conducted a properly noticed transmittal hearing as required by Section 163.3184, Florida Statutes, and on December 18, 2018, transmitted the proposed Amendment to the Florida Department of Economic Opportunity; and

WHEREAS, on February 28, 2019, as required by Section 163.3184, Florida Statutes, the City Council conducted a properly noticed adoption hearing and adopted this Ordinance in the course of that hearing; and



WHEREAS, all conditions required for the enactment of this Ordinance to amend the City of Panama City Beach Comprehensive Growth Development Plan to make the respective text amendment has been met.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PANAMA CITY BEACH, FLORIDA:

SECTION 1. The following Coastal Management Element of the City's Comprehensive Plan is hereby amended, to wit,

**SECTION 9**

**COASTAL MANAGEMENT ELEMENT**

**1. INTRODUCTION**

**COASTAL AREA BOUNDARY**

The upland or inland boundary of the coastal area for Panama City Beach is that portion of the City limits lying southwesterly of the centerline of Front Beach Road or Thomas Drive.

**2. EXISTING LAND USES IN THE COASTAL AREA**

Existing land use patterns in Panama City Beach in 2008 18 are shown in a generalized fashion in the Existing Land Use Map. Table 1 identifies the generalized existing coastal area land uses as reflected by number of acres.

**TABLE 1**  
**GENERALIZED EXISTING COASTAL AREA LAND USE-2008 18**

<u>Land Use</u>	<u>Acres</u>
Agriculture	0.0
Conservation	0.0
Educational	0.0
Historical Resources	0.0
Industrial	0.0
Public Buildings and Grounds	11.95 <u>77</u>
Recreation	35.75

Single Family Residential	<del>27.45</del>	<u>26.27</u>
Multi-Family Residential	<del>187.52</del>	<u>202.18</u>
Tourist	<del>179.18</del>	<u>142.44</u>
Vacant	<del>16.23</del>	<u>22.56</u>
<b>TOTAL ACRES</b>	<del>458.08</del>	<u><b>440.97</b></u>

Panama City Beach coastal area: ~~458.08~~ **440.97** acres

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Source: Panama City Beach Building & Planning Department and the Bay County GIS Division.

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**A. Agricultural**

There are no agricultural uses in the coastal area.

**B. Conservation**

The coastal zone does not include any conservation land areas.

**C. Educational**

There are no educational uses in the coastal area.

**D. Historic Resources**

There are no historical uses in the coastal area.

**E. Industrial**

There are no industrial uses in the coastal area.

**F. Public Buildings and Grounds**

The public buildings and grounds category covers approximately ~~11.95~~ 77 acres in the coastal area. The City and County piers are depicted on the Existing Land Use Map.

**G. Recreation**

There are approximately ~~27.45~~ 35.75 acres of recreational land uses in the coastal area. The location of specific facilities are shown on Exhibit 5. ~~The 27.45 35.75 acres do not include the beaches located on the Gulf of Mexico.~~

## H. Residential and Uses (Single Family and Multi-Family)

Single Family Residential land use covers approximately ~~27.45~~ 26.27 acres of the coastal area while Multi-Family Residential land uses covers approximately ~~187.52~~ 202.15 acres. The Existing Land Use Map shows the location of these uses.

## I. Tourist

Tourist use covers approximately ~~179.18~~ 142.44 acres in the coastal area. Tourist uses are varied but are comprised primarily of retail sales/services, restaurants, offices, hotels, and motels. These uses are shown on the Existing Land Use Map.

## J. Vacant

There are approximately ~~16.23~~ 22.56 acres of vacant land in the coastal area. The location of specific vacant lands are shown on Exhibit 1.

### 3. CONFLICTS AMONG EXISTING LAND USES

In reviewing the existing land uses, several conflicts among the existing adjacent land uses can be found. Such incompatibilities are being addressed by noise ordinances and buffering requirements which help to protect the investment of individual property owners by providing needed buffers between commercial and residential uses.

### 4. WATER DEPENDENT AND WATER RELATED USES

Water dependent uses are considered to be land uses related to activities which can only be carried out on, in or adjacent to water areas because the use requires access to the water. Water dependent uses in the Panama City Beach area include City and County-owned fishing piers, beach access points, beach-front motels and resorts, beach houses, boat and personal watercraft rentals, and beach recreation.

Water related uses are land uses which are not directly dependent upon access to the water, but which provide goods and services that are directly associated with access to or use of the water. The Panama City Beach area has numerous beach related retail businesses, water view restaurants and drinking establishments. ~~Amusement facilities are prohibited in the coastal area.~~

~~Panama City Beach does not foresee the future need of water dependent or water related facilities beyond those currently existing. Sufficient facilities and access exist for the planning period.~~ Panama City Beach has designated adequate acreage on the Future Land Use Map and the Adopted Zoning Map for the provision of water dependent and water related uses.

## 5. REDEVELOPMENT AREAS

The presence of non-conforming land uses identify the need for redevelopment within the coastal area. Panama City Beach has maintained comprehensive, detailed zoning restrictions since 1977. However, limited non-conforming land uses still exist and will be eliminated pursuant to stated policy thresholds concerning the discontinuance of non-conforming uses.

In 2001, the City Council adopted the community redevelopment plan for Pier Park which is composed of approximately 265 acres in the Dan Russell Pier area. The adoption of the plan has enabled the community redevelopment agency to use tax increment financing to redevelop and maintain the area as a 1,000,000 square foot open-air town center for shopping and dining.

In August 2001, the City adopted the Front Beach Road Community Redevelopment Area (the FBRCA). Since this time, the FBRCA has completed the following projects:

1. Churchwell Drive has been improved to 3 lanes with bicycle lanes, sidewalks, street lights, and landscaping;
2. A public parking lot has been purchased and constructed to accommodate approximately 120 parking spaces;
3. A public parking multimodal center has been purchased near the intersection of N. Thomas Drive, Front Beach Road, and Hutchison Boulevard;
4. ~~Construction has commenced on the 4-laning of Beekrich Road:~~ **The four-laning of Richard Jackson Boulevard has been completed and includes landscaping, bike lanes, sidewalks and streetlights.**
5. Preliminary engineering and right-of-way purchases have begun on several of the major connector roads;
6. ~~Engineering and design has begun on S. Thomas Drive and the first phase of Front Beach Road~~ **have been completed and includes a bicycle-trolley lane, landscaping, streetlights, streetscape and sidewalks.**
7. **The northern half of Powell Adams Drive has been completed and includes landscaping, bike lanes, sidewalks and streetlights.**
8. **Phase II of Front Beach Road is under construction and will include a bicycle-trolley lane, landscaping, streetlights, streetscape and sidewalks.**

## 6. ECONOMIC BASE OF THE COASTAL ZONE

The economy of Panama City Beach is dominated by the attraction of tourists to the coastal area. Employers such as hotels, motels, condominium/resorts, restaurants, bars, souvenir shops, amusement parks and retail sales are heavily tied to the attraction of tourists to Panama City Beach.

The Future Land Use element and map have been developed to protect these water dependent economic contributors of Panama City Beach. The tourist industry will be protected by the conservation and recreation protections which have been made on the Future Land Use Map. Additional commercial and residential areas outside the coastal area will be needed to support visitors who will contribute to the economy in Panama City Beach through a variety of commercial avenues.

## 7. NATURAL RESOURCES OF THE COASTAL AREA

### A. Vegetative Cover

#### North Florida Coastal Ecological Strand

This community is one of the most endangered communities in Florida due to the development of residential and commercial uses along shore lines. This community has an important conservation purpose by regulating wave action on the coastline. Development in the North Florida Coastal Strand typically accelerates the erosion of established beaches and sand dunes. The natural forces of wind, salt, and blowing sand make plant establishment difficult and most plants that do establish in this strand here are species that are well-adapted to disturbance. Generally speaking, this community is very narrow and long and encompasses the area landward of the sandy beaches affected by salt spray from the Gulf. The vegetation in this community is naturally low growing grasses, vines, and herbaceous shrubs with only a few trees, most of which occur in stunt form. This vegetation includes cabbage palm (*Sabal Palmetto*), sand live oak (*Quercus Virginiana Maritima*) and live oak (*Quercus Virginiana*) with an understory of marshelder (*Iva Imbricata*), saw palmetto (*Serenoa Repens*), Spanish Bayonet (*Yucca Aloifolia*), yaupon holly (*Ilex Vomitoria*), and red bay (*Persea Borbonia*).

Various birds can typically be found in this community. It provides a good food source as well as nesting sites for the variety of birds. Other animals that utilize this community are sea turtles, shellfish, and a variety of small mammals.

This is the most stressed ecological community in Panama City Beach. Because of the increasing pressure for development along the coast, the acreage occupied by this community has steadily declined over time.

### B. Water Bodies

The coastal area of Panama City Beach includes only the Gulf of Mexico. The water

bodies of Panama City Beach include minor freshwater habitats and marine habitats. Coastal resources include the open waters of the Gulf of Mexico and approximately 2,600 feet of coastline on West Bay, the latter of which is considered de minimis.

## **8. FISHERIES AND WILDLIFE**

The Gulf Coast Ecological Inventory (1982) published by the U.S. Department of the Interior, Fish and Wildlife Service, produced an inventory of the fish and wildlife habitats in the coastal area of Panama City Beach. The major fish species located here include Southern Flounder, Red Snapper, Spanish Grouper, Spanish Mackerel, King Mackerel, Cobia, Red Grouper, Atlantic Bonita, Vermilion Snapper, Dolphin, Warsaw Grouper, Gag Grouper, Greater Amberjack and Red Porgy.

Major wildlife located in this area includes Red Fox, Eastern Cottontail, armadillo, skunk, opossum, raccoon, tree squirrel, white tail deer, reptiles and amphibians.

## **9. AREAS SUBJECT TO COASTAL FLOODING**

Portions of the coastal area which are subject to periodic inundation are indicated on Exhibit 13.

## **10. IMPACT OF FUTURE DEVELOPMENT ON NATURAL RESOURCES**

Complete development of the coastal area has virtually been achieved during the explosive growth experienced in the area during the 1970's and 1980's. Continual growth in the coastal area is not possible since land is not available. Future development and redevelopment in the coastal area will have a de minimis impact on natural resources. Future development will be required to comply with the stormwater run-off policies adopted pursuant to this Plan which were not imposed on the existing developments.

## **11. IMPACT OF FUTURE DEVELOPMENT ON HISTORIC RESOURCES**

Panama City Beach has not identified any historic resources in the coastal area which would be adversely affected by future development. As historic resources may be identified in the future, restriction of future development to preserve their integrity must be implemented.

## **12. WATER POLLUTION**

### **A. Existing Conditions**

~~Surface water discharge from stormwater and point sources are located in Panama City Beach. The point source discharge is into the West Bay. The discharge is permitted by the Florida Department of Environmental Protection and the United States Environmental Protection~~

Agency. An inventory of the discharge is shown on Table 2. As discussed in more detail in the Sanitary Sewer subelement, the City has constructed a 3,000-acre wet weather reuse water system and is in the process of permitting a 3,000-acre wet weather discharge area that will eliminated any the need for discharge into West Bay.

### 13. HURRICANE EVACUATION

The Coastal High Hazard Area (CHHA) is defined as the Category 1 Storm Surge Area. In Panama City Beach, the CHHA represents a very small area of predominantly along the shores of the Gulf of Mexico (Front Beach Road, Beach Boulevard, and Thomas Drive). Other less significant areas within the CHHA are near the Turtle Cove subdivision (22 single-family residential lots), the western fringes of Grand Lagoon (30 multi-family dwellings), and in the Colony Club area (35 single-family residential lots). The State's definition of the CHHA changing from the "evacuation" area to the "surge" area had a minimal impact on the number of lots and structures within the CHHA.

Within the CHHA, 7,657 units of new Gulf front condominiums have been constructed since 2000 taking the place of 2,044 units of older hotel/motel rooms. The increase in rooms by 5,613 units has resulted in an insignificant increase in population (permanent and tourists) of the CHHA as evidenced by the traffic volumes on Front Beach Road. All segments of Front Beach Road have current traffic volumes similar to those that occurred in the early and mid 1990's.

Front Beach Road Segment	2006 Vol.	1990's Vol.
US 98 SR 79	7,066	1990 7,005
SR 79 Hutch. Blvd.	14,155	1995 13,014
Hutch. Blvd Beekrich Rd.	13,500	1995 20,000
Beekrich Rd. US 98/Hutch. Blvd.	16,000	1995 14,063
US 98/Hutch. Blvd PCB Parkway	21,400	1995 23,500

Source: Historical data from the Bay County TPO Congestion Management System Plan, August 2003.

The reason for virtually no growth in the population within the CHHA over the past ten (10) years is likely because the units are almost exclusively purchased and occupied by a stable tourist population rather than a growing permanent resident population. A sampling of the newer resorts shows less than 3% of the units are homesteaded properties. Reasons for this include the high price of the new resorts vs. the median income of Bay County residents; and, permanent residents seem to prefer living in areas away from where tourists congregate (along Front Beach Road). In 2000, the City had a permanent population of 7,671 and an estimated annual tourist population of 7.5 million. The City increased its permanent population by 3,980 since 2000 to 11,651 in 2007. However, the estimated annual tourist population has decreased and now ranges between 4.6—6.0 million. From year to year, the annual tourist population can fluctuate based primarily on such factors as: the number of hurricanes, the economy, gas prices, and the length of

school summer vacation. The reduction in “spring break” visitors has been noticeable as evident by the sizeable reduction in law enforcement personnel needed during this time.

Although the City has experienced a significant rise in gulf front resort units, the actual tourist population has remained relatively stable, or even declined, (as reflected in traffic counts) while the permanent population has had only a modest rise of approximately 389 residents per year since 2000. As such, development has had relatively little impact on hurricane evacuation routes and clearance times.

The hurricane evacuation routes for Panama City Beach are shown on Exhibit 14. It is expected that some residents on the eastern portion of the city would opt to travel east across Hathaway Bridge to State Road 77 or US 231 just as the residents on the western end may opt to travel west to State Roads 81 and 331.

The Bay County Comprehensive Plan states that the County has adopted a hurricane evacuation time of 24 hours for category 4-5 storms. Bay County and the City worked together to create the Bay County Hurricane Abbreviated Transportation Model Updated, 2004. The County and the City have continued to share information on development order approvals in order to keep the hurricane model updated. Below is the most recent tables that have been updated with additional development orders approved by the City.

Modeled/Critical Roadway Segment	Times Cat 1-2 low occ	Times Cat 1-2 high occ	Times Cat 3 low occ	Times Cat 3 high occ	Times Cat 4-5 low occ	Times Cat 4-5 high occ
SR 79 at SR 20	3.6	5.5	5.0	6.4	7.2	9.7
SR 77 at SR 20	3.3	4.1	4.1	5.1	5.2	6.5
US 231 at SR 20	5.7	7.5	9.4	12.6	13.1	17.2
SR 20 eb out of Bay	2.7	3.4	4.1	5.4	5.6	7.2
Hathaway Bridge	6.1	7.7	7.5	10.1	8.8	12.1
US 231/SR 77/US 98 int	5.8	7.8	8.5	12.0	10.5	14.9
CR 386 into Gulf County	1.2	1.3	1.3	1.5	1.5	1.7

Modeled/Critical Roadway Segment	Times Cat 1-2 low occ	Times Cat 1-2 high occ	Times Cat 3 low occ	Times Cat 3 high occ	Times Cat 4-5 low occ	Times Cat 4-5 high occ
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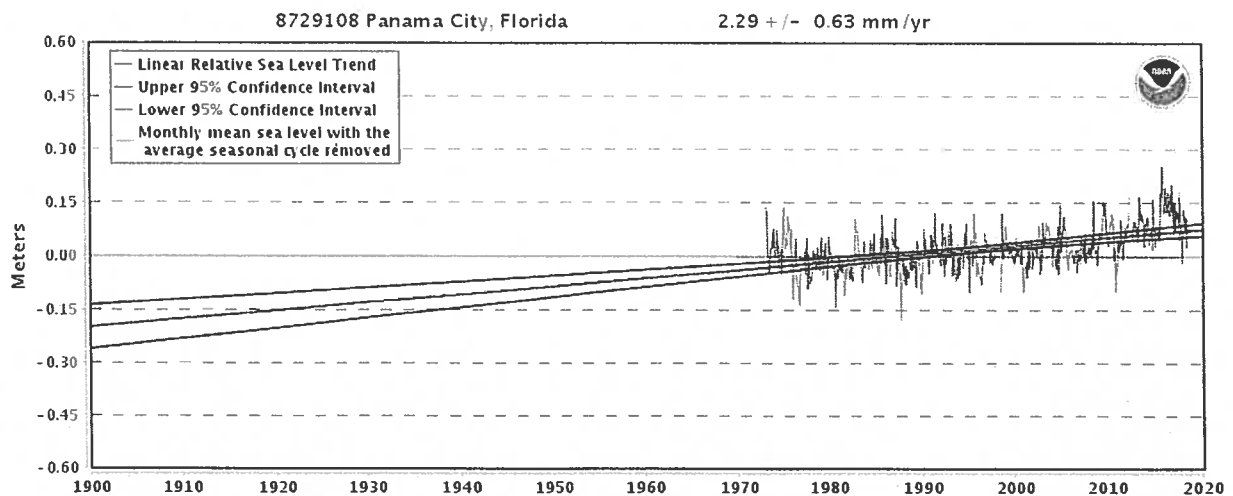


SR 79 at SR 20	3.1	4.0	4.0	4.6	5.4	6.8
SR 77 at SR 20	3.0	3.4	3.6	4.2	4.5	5.3
US 231 at SR 20	4.7	5.7	7.7	9.7	10.5	13.1
SR 20 eb out of Bay	2.3	2.8	3.5	4.4	4.7	5.8
Hathaway Bridge	5.6	6.5	6.6	8.1	7.4	9.4
US 231/SR77/US98 int	5.1	6.3	7.4	9.5	8.7	11.4
CR 386 into Gulf County	1.2	1.3	1.3	1.5	1.4	1.6

The results of the updated model show that under a high occupancy and a category 4-5 hurricane, the critical segment will be US 231 at SR 20 with an evacuation time of ~~17.2~~ 13.1 hours. This, however, is still below the adopted evacuation time of 24 hours.

#### 14. SEA LEVEL RISE

The National Oceanic and Atmospheric Administration “NOAA” station 8729108 Panama City Florida has recorded and projected sea level trends since 1973. The chart below depicts NOAA sea level rise trends from 1973 to 2016. According to NOAA, recorded sea level rise at the Panama City station has increased by 2.29 mm per year, the equivalent of .0075 feet per year.



The mean sea level trend is 2.29 millimeters per year with a 95% confidence interval of +/- .63mm/yr. based on monthly mean sea level data from 1973-2016. The plot shows the

monthly mean sea level without the regular seasonal fluctuations due to coastal ocean temperatures, salinities, winds, atmospheric pressure, and ocean currents. The long-term linear trend is also shown, including its 95% confidence interval.

As a result of this data from NOAA, it is assumed over the next 100 years sea levels will rise by .75 feet.

Exhibit 13.B (developed by Bay County GIS using NOAA data) depicts areas within the City vulnerable to sea level rise. This map reflects the effects of sea level rise in one-foot increments. The primary impacts of a one foot rise are minimal and are located in very limited areas adjacent to the northern edge of the Colony Club subdivision, Lake Powell and Grand Lagoon. There are no anticipated impacts to structures until sea levels rise three feet.

Based on NOAA data and mapping it is estimated the City of Panama City Beach will not have impacts to structures or facilities in the next 100 years as a result of sea level rise.

The City has already implemented some significant measures to mitigate flooding from all sources including sea level rise. In the Lake Powell area, increased setbacks and buffers and reduced residential densities have been implemented along the lake as part of the Lake Powell Protection Zone and enforcement of the City's wetland setback requirements. The City dedicated an entire chapter of the Land Development Code to floodplain management and resource protection (Chapter 3). This chapter of the LDC designates the Building Official as the Floodplain Administrator as well as requires a first floor living area to be no less than 12 inches above the crown of the road at the highest point of the road or top of curb along the frontage, whichever is more restrictive, all as determined by the City Engineer.

Additionally, the City participates in FEMA's National Flood Insurance Program Community Rating System and has created an annual city-wide stormwater assessment to fund prioritized stormwater improvements.

## **GOALS, OBJECTIVES AND POLICIES**

**GOAL 1:** Protect, conserve, and promote restoration of coastal area resources and plan for development activities.

**OBJECTIVE 1:** Prohibit nonwater-dependent land uses in the coastal area that use or store hazardous materials injurious to fish and wildlife.

**POLICY 1.1:** The Land Development Regulations shall prohibit nonwater-dependent land uses from using or storing hazardous materials which will be injurious to fish and wildlife.

**OBJECTIVE 2: Assist in the protection of water quality.**

POLICY 2.1: Prohibit the siting of septic tanks where the soils are unsuited for such use.

POLICY 2.2: When expanding sewage collection systems, consider areas with reported septic tank problems and areas with soils limitations on septic tank use in the coastal area as priority expansion areas.

**OBJECTIVE 3: Coordinate with other local governments and appropriate agencies to maximize natural resource planning, conservation and protection activities so that no net losses of dune vegetation occur in the coastal area as compared to January 1993.**

POLICY 3.1: Establish interlocal agreements with adjacent local governments that address the conservation, use, and protection of unique vegetative communities and water bodies which cross local government boundaries.

POLICY 3.2: Cooperate with all appropriate agencies, such as the Department of Environmental Protection and the Florida Fish & Wildlife Conservation Commission, to provide protection of natural resources from excessive public recreation.

**OBJECTIVE 4: Adopt criteria for the permitting of shoreline land uses within the coastal area.**

POLICY 4.1: Priority for siting of shoreline land uses shall be as follows:

- A. Water-dependent uses;
- B. Water-related uses;
- C. Residential
- D. Recreation/Conservation

POLICY 4.2: All new or redeveloped shoreline land use shall:

- A. Demonstrate that existing public utilities, infrastructure and services are in place to support the proposed use;
- B. Provide public access where traditional public access points are directly affected by the development;

- C. Landscaping, if used, will include plant species native to the north Florida coastline.
- D. Locate on existing upland areas;
- E. Not be in conflict with existing compatible adjacent land uses;
- F. Provide for the treatment of all discharge, including stormwater runoff, from land uses into bodies of water to incorporate standards for treatment adequate to meet the requirements of 17-4.240 F.A.C. and the stormwater level of service standards adopted in this Plan.

POLICY 4.3: The City shall prohibit the removal of dune vegetation seaward of the Coastal Construction Control Line.

POLICY 4.4: All construction shall comply with the Coastal Construction Control Line regulations as enforced by the Department of Environmental Protection.

POLICY 4.5: The City shall promote the construction and maintenance of elevated dune crossovers .

POLICY 4.6: The location, design, and operation of all new, expanded or redeveloped marinas shall focus on the protection/preservation of natural resources, compatibility with surrounding land uses and shall:

- A. Lie outside archaeological or historical sites and areas identified as being inappropriate for marina development in the Marina Siting Study for West Florida (West Florida Regional Planning Council; June, 1984);
- B. Not lie within Lake Powell (an Outstanding Florida Water) or within the Lake Powell Protection Zone;
- C. Comply with all requirements of Chapter 8 “Conservation” of the City’s Comprehensive Plan;
- D. Demonstrate spill cleanup capability;
- E. Designate future upland spoil site(s) for maintenance dredging activities;
- F. Have available sewage treatment facilities to serve the anticipated volume of waste at the level of service standard consistent with that

described in Wastewater Sub-Element and Chapter 23 of the City's Code of Ordinances and meets the design criteria of the City's Code;

- G. Provide pump-out facilities at each fuel dock and follow the requirements addressed in 327.53 Florida Statutes for the handling of sewage. Marinas shall also provide upland sewage facilities;
- H. Maintain water quality standards as provided by Chapter 403, Florida Statutes;
- I. Locate in areas where there is an existing basin, access channel and adequate depths to accommodate the proposed use so that minimum or no dredging shall be required for the placement of docking facilities, to prevent prop dredging and to accommodate the proposed use without disturbance of bottom habitats. A minimum depth of four feet below mean low water shall be required;
- J. Utilize non piling construction and other non-dredge fill techniques where possible to minimize habitat destruction;
- K. Be designed to minimize or eliminate adverse impacts on fish and wildlife habitat. Special attention and consideration shall be given to endangered and threatened species habitat;
- L. Locate in areas away from seagrass beds, oyster reefs and other important fish and shellfish spawning and nursery areas;
- M. Be designed to maximize or improve water circulation Patterns.

POLICY 4.6.1 All new, expanded or redeveloped marinas shall follow any applicable State or Federal guidelines for design and shall:

- A. Demonstrate the presence of upland areas which are large enough to accommodate all required utility and support facilities as well as enough area to satisfy all applicable standards set forth in the Code;
- B. Provide public access;
- C. Provide a hurricane mitigation and evacuation plan which describes measures to be taken to minimize damage to marina sites and neighboring properties and the environment;
- D. Delineate immediate access points with channel markers that indicate

speed limits and any other applicable regulations;

- E. Be sited in areas designated as Recreational on the Future Land Use Map;
- F. Demonstrate that the marina meets a public need thereby demonstrating economic viability/feasibility;
- G. Demonstrate that existing public utilities, infrastructure and services are in place to support the proposed use;
- H. Be compatible with existing, conforming, adjacent land uses;
- I. Utilize dry storage to the fullest extent possible, in addition to wet slips;
- J. Consist of 50 slips or fewer;
- K. The City shall apply preexisting applicable policies of the Vision Plan, the DSAP or the special character district when such policies are more restrictive on development and redevelopment than the City 's Comprehensive Plan .
- L. Commercial boats, maintenance facilities, boat construction, or live-aboard are prohibited.

POLICY 4.6.2 The City shall adopt standards for marina siting or expansion as part of City's Zoning Ordinance and Land the Development Regulations (*amended January, 2006*).

**OBJECTIVE 5:      Ensure the availability of infrastructure consistent with the level of service standards.**

POLICY 5.1: Coastal area levels of service shall be consistent with those adopted in the Utilities, Traffic Circulation, and Recreation and Open Space Elements of this Plan.

POLICY 5.2: Maintain infrastructure capacity to provide public facilities for the types and densities of development shown on the Future Land Use Map.

POLICY 5.3: Development approvals for projects for which adequate sewer capacity is not available prior to development completion shall be conditioned upon adequate soil conditions for septic tanks. Otherwise, development must be connected to the public sewer system.

POLICY 5.4: Coordinate with service providers to determine necessary system improvements and phasing of those improvements to serve the uses and densities proposed in the Future Land Use Element.

POLICY 5.5: Complete an inventory of local roadways in the coastal area that indicates current condition; proposed, prioritized improvements; and funding sources for inclusion in the Capital Improvements Element.

POLICY 5.6: Development approvals, including those in the coastal area, shall be reviewed by the Building & Planning Department and/or the Department of Transportation for their impact on the level of service of the existing roadway network. Development which does not meet the requirements of the Front Beach Road Transportation Concurrency Exception Area, FDOT, and/or other applicable local, state, and federal laws, shall be denied until improvements or proportionate fair share payment is made as required to meet such requirement.

POLICY 5.7: Panama City Beach will recognize and provide for disaster preparedness and evacuation needs in construction of roadway improvements in the coastal area.

**OBJECTIVE 6: Eliminate substandard structures and incompatible uses, and redevelop following disasters.**

POLICY 6.1: Utilize review criteria of existing ordinances for identifying areas in need of redevelopment which considers integrity of building construction, including unsafe conditions; presence of incompatible uses; condition of infrastructure; and economic condition of the area as evidenced by vacancies.

POLICY 6.2: Using the Existing Land Use Map, identify shoreline land uses inconsistent with adopted shoreline land use siting and field check these sites in conjunction with the coastal area survey to determine their current status.

POLICY 6.3: Conduct periodic surveys of the coastal area of Panama City Beach to identify areas in need of redevelopment or demolition based on review criteria developed.

POLICY 6.4: Adopt land use regulations that establish priorities of shoreline land uses and provide for the elimination of incompatible uses as soon as possible.

**OBJECTIVE 7: Complete a comprehensive survey of the defined coastal area of Panama City Beach for the purpose of recording sites and structures of archaeological or historic significance, if any, and identifying those meriting protection and preservation.**

POLICY 7.1: Continue to survey areas to identify archaeological and historic resources in the coastal area and ranks them by their susceptibility to destruction from

development and from the elements.

POLICY 7.2: Protect historically significant resources, if any, in the coastal area of Panama City Beach.

**OBJECTIVE 8: Panama City Beach will maintain the availability of access points to the Gulf of Mexico.**

POLICY 8.1: The development review process shall consider impacts of development or redevelopment on publicly established accessways. The City shall not move, swap, switch, divide, or remove any beach access easement of any kind, right-of-way, or property line without approval of the registered voters of the City of Panama City Beach, in a properly held City referendum.

POLICY 8.2: Maintain and update annually an inventory of public access facilities in the coastal area, and periodically survey the conditions at those sites. The results of the annual inventory will be incorporated into the City's annual update of the Capital Improvements Element.

POLICY 8.3: Develop and update annually a comprehensive list of conservation and recreation land acquisition programs to expand the amount of public lands available for public access.

POLICY 8.4: Coordinate the need for public access and recreation facilities with the Recreation and Open Space Element.

**OBJECTIVE 9: Establish and promote an intergovernmental process between Panama City Beach and appropriate Federal and State agencies and Bay County to deal with mutual concerns and enhance planning for public recreation, access and use of the Gulf of Mexico beaches.**

POLICY 9.1: Establish communications with appropriate Federal and State agencies and Bay County regarding this objective.

POLICY 9.2: Summaries of actions proposed by any of the identified agencies regarding this objective shall be forwarded to other appropriate entities.

POLICY 9.3: Promote interlocal cooperation through interlocal agreements which would enhance public access and recreation sites and facilities.

**GOAL 2: Protect human life and limit public fund expenditure in areas that are subject to destruction by natural disasters.**



**OBJECTIVE 10: Identify the coastal high hazard area.**

POLICY 10.1: The Coastal High Hazard Area shall be defined as the area below the elevation of the Category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model and shown on Exhibit 13.  
(Updated 40-30-07 8-2018)

POLICY 10.2: Exhibit Number 13 which reflects the Coastal High Hazard Area is hereby adopted.

POLICY 10.3: Notify at the appropriate time, owners of property in the coastal high hazard area of property designation to increase public awareness of hurricane hazard.

**OBJECTIVE 11: Maintain a roadway clearance time for hurricane evacuation and peacetime emergency evacuations.**

POLICY 11.1: Improvements to road segments that are a part of the hurricane evacuation route shall be considered a priority in making traffic circulation improvements.

POLICY 11.2: Periodically review hurricane evacuation plans through a joint meeting of the Bay County Emergency Management Department, the municipalities and transportation planners.

POLICY 11.3: Exhibit Number 14, The Hurricane Evacuation Map is adopted as the routes to be used for evacuations in an emergency. Peacetime emergency and hurricane evacuations for Bay County should be achieved in at least 24 hours from the time the emergency management officials determine that evacuation is necessary.

POLICY 11.4: Adjust the evacuation timetable as necessary based on occupied dwelling unit information and annexations.

POLICY 11.5: Consider the impacts on the transportation system relative to hurricane evacuation in the development approval process.

POLICY 11.6: Encourage improvements to State roadways identified as critical roadway segments.

POLICY 11.7: Continue to develop evacuation procedures for citizens and other organizations concerned with the transportation disadvantaged.

POLICY 11.8: Limit the location of group homes, nursing homes, or other residential uses which have special evacuation requirements in the coastal high hazard area to be consistent with State law.

**OBJECTIVE 12:** Limit population concentrations in the Coastal High Hazard Area to reduce exposure of human life to natural disasters.

POLICY 12.1: The Building and Planning Department shall prepare annually an estimate of population density in the coastal high hazard area. This estimate shall include all existing development and developments which have received development approval.

POLICY 12.2: Population concentrations shall be directed away from the Coastal High Hazard Area through provisions in the Land Development Regulations, if the emergency evacuation time standard of Policy 11.3 cannot be maintained.

**OBJECTIVE 13:** Limit public fund expenditures for public facilities and infrastructure in the coastal high hazard area.

POLICY 13.1: Public facilities shall not be located or improved in the coastal high hazard area unless the following criteria are met:

- A. The use is necessary to protect public health, safety and welfare; or
- B. The service provided by the facility cannot be provided at another location outside the coastal high hazard area; or
- C. The use is necessary to restore and/or enhance natural resources.

**OBJECTIVE 14:** Adopt a post-disaster redevelopment plan for Panama City Beach that identifies short-term recovery and long-term redevelopment activities.

POLICY 14.1: The following post-disaster actions shall be considered short-term recovery measures:

- A. Damage assessment to meet post-disaster assistance requirements and to aid in post-disaster redevelopment decisions;
- B. Debris removal;
- C. Emergency protection measures including repairs to water, sewer, electric, and other public utilities to restore service;
- D. Public assistance including temporary housing and provisions of food and clothing.

**POLICY 14.2:** Repair or restoration of damage resulting in destruction of over fifty percent of the value of an individual structure or facility in the coastal high hazard area shall be considered to be redevelopment activities. Repair or restoration of such a structure or facility shall be subject to the following restrictions:

- A. Redevelopment of residential structures shall be in accordance with adopted redevelopment policies; and
- B. Redevelopment of commercial structures shall be consistent with the intensities established in land development regulations; and
- C. Public facilities shall be relocated to areas outside of the coastal high hazard area, unless they satisfy the criteria established in Policy 13.1.

**OBJECTIVE 15:** The post-disaster redevelopment plan will provide a process for consideration of relocation, removal or modification of damaged structures.

**POLICY 15.1:** Redevelopment of structures within the coastal high hazard area that are permitted subject to the adopted requirements shall be constructed to comply with National Flood Insurance minimum elevation and construction standards and conform to minimum coastal construction standards.

**OBJECTIVE 16:** Establish site design criteria for construction and reconstruction within the coastal high hazard area.

**POLICY 16.1:** The issuance of Development Permits in the coastal high hazard area shall be conditioned on the following criteria:

Siting

- A. Construction will be limited to adopted densities and intensities in the land development regulations;
- B. Placement of required open space, if any, shall be in the most vulnerable area of the site;
- C. Access to structures shall be provided on the landward side;

Landscaping

- A. Native plant species are maintained and protected;
- B. Provision of a landscaping plan which addresses the stabilization of soils;
- C. Shrubbery and trees are planted so as to deflect floating material from building foundation.

**OBJECTIVE 17: Establish formal procedures to implement the post-disaster redevelopment plan.**

POLICY 17.1: Prepare short-term recovery implementation procedures to be incorporated in the Bay County Peacetime Emergency Plan and City operating procedures.

POLICY 17.2: The following actions will be part of the procedures for implementation of the long-term redevelopment plan:

- A. Formation of an Ad Hoc Recovery Task Force to coordinate decision-making not related to short-term recovery efforts;
- B. Passage of emergency ordinances, such as moratoria on rebuilding in heavily damaged areas and amendments to zoning or building codes;
- C. Procedures for damage assessment;
- D. Decision making procedures to determine relocation, rebuilding or structural modification options.

**OBJECTIVE 18: Incorporate the recommendations of a hazard mitigation plan into the Comprehensive Plan.**

POLICY 18.1: The City will continue participating in the Bay County Hazard Mitigation Strategy Team to update the natural disaster hazard mitigation report. This report will continue to address general hazard mitigation including regulation of building practices, floodplains, beach and dune alteration, stormwater management, sanitary sewer and septic tanks, and land use to reduce the exposure of human life and public and private property to natural hazards. The recommendations of this report will be incorporated into the Comprehensive Plan and Land Development Regulations.

**OBJECTIVE 19: The City will continue to implement stormwater and floodplain management regulations, monitor data related to sea level rise and consider possible amendments to the Comprehensive Plan, the Land Development Code and the Building Code as needed.**

**POLICY 19.1: The City will continue to use the following strategies to mitigate flooding from all sources including sea level rise: setbacks and buffers, building codes and design, floodplain regulations, zoning and overlay zones, hard and soft-armoring permits, rebuilding restrictions, stormwater assessments, impact fees and other strategies or regulations as may be needed.**

**TABLE 2**

**ACTIVE POINT SOURCE DISCHARGES  
FOR PANAMA CITY BEACH, 2008**

PERMIT NUMBER	NAME	LOCATION
1. FL0021512	CITY SEWER TREATMENT PLANT	WEST BAY

Source: U.S. Environmental Protection Agency

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

SECTION 3. This ordinance shall take effect as provided by law.

PASSED, APPROVED and ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mike Thomas, Mayor

ATTEST:

\_\_\_\_\_  
Mary Jan Bossert, City Clerk

EXAMINED AND APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mike Thomas, Mayor

PUBLISHED in the Panama City News-Herald on the 5th day of December, 2018, and the 20th day of February, 2019.

POSTED on pcbgov.com on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mary Jan Bossert, City Clerk

**REGULAR ITEM**

**4**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

**1. DEPARTMENT MAKING REQUEST/NAME:**

Public Works (CRA)

**2. MEETING DATE:**

2/28/2019

**3. REQUESTED MOTION/ACTION:**

Approve Dewberry Task Order 2019-01 to provide Professional Engineering Design, Survey, Permitting and Construction Administration Services for CRA Project Segment 4.1 Front Beach Road (Lullwater Drive to Hill Road).

**4. AGENDA**

PRESENTATION   
PUBLIC HEARING   
CONSENT   
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES  NO  N/A

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

In accordance with the MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND DEWBERRY ENGINEERS, INC. RELATING TO PROFESSIONAL ENGINEERING DESIGN, SURVEY, PERMITTING AND CONSTRUCTION ADMINISTRATION SERVICES FOR FRONT BEACH ROAD REDEVELOPMENT PLAN PROJECT, dated June 28, 2018, Staff requests approval of attached Dewberry Task Order 2019-01 to provide Professional Engineering Design, Survey, Permitting and Construction Administration Services for CRA Project Segment 4.1 Front Beach Road (Lullwater Drive to Hill Road).

The task order includes project management, surveying, roadway analysis and design, stormwater analysis and design, structural, landscape, signalization, road striping and signing, lighting, geotechnical engineering, and permitting. The amount of the Task Order is \$1,303,389. Utility design and coordination will be accomplished under separate task order.

This project received a TRIP grant from FDOT in the amount of \$753,000. The grant will provide up to 50 percent of project costs with the local agency responsible for matching the remainder of project cost.

Approving this task order will allow the City to move one step closer to achieving the goals set forth in the Front Beach Road Community Redevelopment Plan adopted by City Council in August 2001.

This item is in the FY18-19 CRA Budget.



**RESOLUTION 19-65**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING TASK ORDER # 2019-01 TO THE MASTER SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING DESIGN, SURVEY, PERMITTING, AND CONSTRUCTION ADMINISTRATION SERVICES FOR FRONT BEACH ROAD COMMUNITY REDEVELOPMENT PLAN PROJECT, RELATED TO CRA SEGMENT 4.1 IN THE AMOUNT OF \$1,303,389; AUTHORIZING EXECUTION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.**

**BE IT RESOLVED** that the appropriate officers of the City are authorized to deliver and execute on behalf of the City that certain Task Order # 2019-01 to the Master Services Agreement for Professional Engineering Design, Survey, Permitting, and Construction Administration Services for Front Beach Road Community Redevelopment Plan Project between the City and Dewberry Engineers, Inc., relating to the CRA Segment 4.1 from Lullwater Drive to Hill Road, in the basic amount of One Million, Three Hundred Three Thousand, Three Hundred Eighty Nine Dollars (\$1,303,389.00) in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution shall be conclusive evidence of such approval.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this \_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mike Thomas, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Jan Bossert, City Clerk

**AGENDA ITEM #** 5

**CITY OF PANAMA CITY BEACH  
MASTER SERVICES AGREEMENT**  
Professional Engineering Design, Survey, Permitting and Construction Administration Services for Front  
Beach Road Community Redevelopment Plan Project

**TASK ORDER 2019-01**

This Task Order is for the purpose of Dewberry Engineers, Inc. as the Engineer to provide professional services for the Community Redevelopment Plan Project Segment 4.1 Front Beach Road (Lullwater Drive to Hill Road STA 1073+70 to 1145+00) to the City of Panama City Beach (City) acting by and through its Council. Dewberry Engineers, Inc. understands the City is requesting professional services to complete the survey and design within the referenced Segment 4.1 of the CRA.

**SCOPE OF SERVICES AND FEE SCHEDULE**

**1.0 PROJECT MANAGEMENT & COORDINATION - \$38,235.00**

**Project Coordination & Technical Evaluation Process**

1. Provide project oversight and coordination between the design team, City of Panama City Beach and Florida Department of Transportation (FDOT)
2. Coordination with design team and sub consultants throughout the project
3. Provide monthly updates to City staff to discuss milestone reviews and project updates
4. Provide coordination and assist in public outreach with City staff throughout the design phase

**2.0 SURVEY - \$140,100.00**

**Roadway/Right of Way/Subsurface Utility Engineering (SUE)**

1. Document research and field review verification with project engineer and City of Panama City Beach
2. Topographic data collection for entire right of way, associated turn lanes along Front Beach Road and intersections of Pier Park Drive, Powell Adams Road and Hill Road
3. Survey of right of way for conveyance/acquisition purposes along project length and pond site locations
4. Legal descriptions and sketch for all utility, stormwater and construction easements (as required)
5. Collection of all existing structures within the right of way along Front Beach Road for Segment 4.1
6. Survey roadway cross sections/profiles
7. Boundary and topographic survey of pond site locations
8. Utility location survey of all existing utilities within the right of way of Front Beach Road
9. Perform Subsurface Utility Engineering Survey (SUE) at critical locations
10. Quality assurance/quality control

**3.0 ROADWAY ANALYSIS - \$279,972.00**

**Roadway Analysis**

1. Typical section package
2. Pavement design package
3. Horizontal/vertical master design files
4. Access management
5. Cross section design files
6. Traffic control analysis
7. Master TCP design files
8. Design report
9. Verification of quantities
10. Develop engineer cost opinion
11. Other roadway analysis (cross roads/intersections)
12. Field reviews
13. Attend technical meetings (as needed)
14. Quality assurance/quality control reviews

#### **4.0 ROADWAY PLANS - \$136,374.00**

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##### **Roadway Plans**

1. Develop key sheet
2. Summary of pay items including quantity input
3. Develop typical sections
4. Develop typical section details
5. General notes/pay item notes
6. Summary of quantities sheets
7. Project layout plan
8. Develop plan/profile sheets
9. Develop intersection layout details
10. Develop special profile (106 driveway profiles along Segment 4.1)
11. Develop intersection layout details
12. Develop special details
13. Roadway soils survey sheets
14. Cross sections (estimate 144 cross sections)
15. Develop temporary traffic control plan sheets
16. Develop temporary traffic control cross section sheets
17. Develop temporary traffic control detail sheets
18. Develop utility adjustment sheets
19. Develop Roadway plans for 60%, 90% and 100% plan review submittals
20. Project network control sheets
21. Utility verification sheets (SUE Data)
22. Quality assurance/quality control reviews
23. Preparation of bid documents and specifications

#### **5.0 DRAINAGE AND STORMWATER ANALYSIS - \$158,872.00**

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##### **Drainage and Stormwater Analysis**

1. Drainage map hydrology and pond siting analysis
2. Base clearance calculations
3. Design of cross drains in accordance with FDOT and City of Panama City Beach standards
4. Design of conveyance system and structures in accordance with FDOT and City of Panama City Beach standards
5. Design of stormwater management facilities to meet FDOT, FDEP and City of Panama City Beach design requirements
6. Design of floodplain compensation (As needed)
7. Design of storm drains along Front Beach Road and intersection improvements
8. Develop drainage design documentation report
9. Temporary drainage analysis (drainage management during construction)
10. Technical special provisions and modified special provisions
11. Hydroplaning analysis (spread calculations)
12. Field reviews
13. Conduct technical meetings with FDOT and City of Panama City Beach
14. Prepare stormwater design report (FDEP stormwater permit package)
15. Develop comprehensive ICPR Stormwater model to reflect design, drainage structures and stormwater ponds
16. Develop Engineer Cost opinion
17. Quality Assurance/Quality Controls

#### **6.0 DRAINAGE AND STORMWATER PLANS PREPARATION - \$68,605.00**

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##### **Drainage and Stormwater Plans**

1. Drainage Map (Including Intersections)
2. Summary of drainage structures (Estimate 80 Structures)
3. Develop drainage structure sheets (Estimate 80 Structures)
4. Develop miscellaneous drainage detail sheets
5. Develop retention/detention pond cross sections and detail sheets
6. Develop Stormwater Pollution Prevention Plan (SWPPP) plan sheets
7. Develop 60%, 90% and 100% drainage plans in accordance with FDEP, FDOT and City of Panama City Beach Design Standards
8. Provide updated plan sets per reviews by the City of Panama City Beach, FDEP and FDOT
9. Quality assurance/quality control reviews
10. Preparation of bid documents and specifications

## **7.0 UTILITY COORDINATION - \$66,084.00**

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### **Utility Coordination (3<sup>rd</sup> Party Providers) – (Dewberry & Gortemoller Engineering)**

1. Utility coordination kickoff meeting
2. Inventory existing Utility Agency Owners (UAO)
3. Exception processing
4. Preliminary utility coordination meeting with City of Panama City Beach Utility Department
5. Perform individual/field meetings with UAOs
6. Collect and review plans and data from UAOs
7. Subordination of easements coordination
8. Utility meetings and updates with City of Panama City Beach, review utility markups with UAOs, review work schedules and processing of agreements
9. Utility constructability reviews with UAOs and City of Panama City Beach CRA and Utility Department
10. Contract plans to UAOs
11. Develop engineer cost opinion

## **8.0 STRUCTURAL DESIGN (MISC STRUCTURES) - \$16,473.00**

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### **Structural Analysis and Design**

1. Analysis and design of mast arms
2. Preparation of mast arm data table plan sheets
3. Prepare 60%, 90% and 100% structural design in accordance with FDOT and City Design Standards
4. Quality Assurance/Quality Control
5. Develop engineer cost opinion
6. Preparation of bid documents and specifications

## **9.0 LANDSCAPE ARCHITECT ANALYSIS AND PLANS - \$51,474.00**

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### **Prepare Drainage Plans**

1. Data collection
2. Site inventory and analysis
3. Planting design
4. Irrigation design
5. Hardscape design
6. Plan summary boxes
7. Field reviews
8. Attend technical meetings/public meetings (as needed)
9. Develop key sheet, tabulation of quantities and general notes applicable landscape design
10. Prepare planting plans for linear roadway project along Segment 4.1
11. Prepare planting details and notes
12. Prepare irrigation details and notes
13. Develop hardscape plans in accordance with the City of Panama City Beach CRA Design Guidelines
14. Develop landscape cost opinion
15. Develop drainage plans consistent with design modifications and alternate stormwater facility locations
16. Develop engineer cost opinion
17. Quality assurance/quality control review
18. Preparation of bid documents and specifications

## **10.0 SIGNALIZATION ANALYSIS AND PLANS - \$81,440.00**

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### **Signalization Analysis – (Gortemoller Engineering, Inc.)**

1. Traffic data collection (Performed by FTE)
2. Traffic data analysis (Pier Park Drive, Powell Adams Road and Hill Road)
3. Signal warrant study
4. Systems timing analysis
5. Reference and master signalization design file
6. Reference and master interconnect communications design file
7. Prepare overhead street name sign design
8. Pole elevation analysis
9. Prepare traffic signal operation report
10. Verification of quantities
11. Develop special provisions and modified special provisions
12. Perform queue length analysis
13. Conduct field reviews
14. Attend technical meetings with FDOT Traffic Operations, Gulf Power Company and Maintaining agencies (City of Panama City Beach and Bay County as required)

15. Develop key sheet
16. Prepare tabulation of quantities, general notes and pay item notes
17. Develop plan sheets
18. Develop interconnect plans
19. Develop guide sign worksheet
20. Develop special details
21. Develop Mast arm/monotube tabulation sheet
22. Prepare utility conflict sheet
23. Prepare interim standards
24. Quality assurance/quality control reviews

### **11.0 SIGNING AND PAVEMENT MARKINGS ANALYSIS AND PLANS - \$83,130.00**

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#### **Signing and Pavement Marking Analysis – (Gortemoller Engineering, Inc.)**

1. Traffic data analysis
2. Reference and master design file
3. Prepare multi-post sign support calculations
4. Sign panel design analysis
5. Verification of quantities
6. Develop special provisions and modified special provisions
7. Perform queue length analysis
8. Conduct field reviews
9. Attend technical meetings as required
10. Develop key sheet
11. Prepare tabulation of quantities, general notes and pay item notes
12. Develop plan sheets
13. Develop typical details
14. Develop guide sign worksheets (8 side roads & Pier Park guide signs)
15. Quality assurance/quality control reviews

### **12.0 LIGHTING ANALYSIS AND PLANS - \$96,660.00**

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#### **Lighting Analysis – (Gortemoller Engineering, Inc.)**

1. Prepare lighting justification report
2. Prepare lighting design analysis report
3. Voltage drop calculations
4. Reference and master design files
5. Prepare design documentation
6. Verification of quantities
7. Develop engineer cost opinion
8. Develop technical special provisions and modified special provisions
9. Conduct field reviews
10. Attend technical meetings
11. Develop key sheets
12. Prepare tabulation of quantities, general notes and pay item notes
13. Develop pole data, legend and criteria
14. Develop service point details
15. Develop plan sheets
16. Prepare interim standards
17. Quality assurance/quality control reviews

### **13.0 PERMITTING - \$61,020.00**

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#### **Regulatory Permitting**

1. Florida Department of Environmental Protection (FDEP) Environmental Resource Permit (ERP)
2. Florida Department of Environmental Protection (FDEP) Watermain Extension for PWS
3. Florida Department of Environmental Protection (FDEP) Domestic Wastewater Collection/Trans Permit
4. Florida Department of Transportation (FDOT) Right of Way Use Permit
5. Florida Fish and Wildlife Service (FFWS)
6. U.S. Army Corps of Engineers (USACE) General Permit/Nationwide

**14.0 GEOTECHNICAL ENGINEERING SERVICES - \$24,950.00**

**Geotechnical Services – (Southern Earth Sciences, Inc.)**

1. Dewberry will coordinate geotechnical services required to design and permit the proposed roadway and stormwater treatment facilities/ponds to serve Segment 4.1 along Front Beach Road
2. Roadway borings and cores to verify soil suitability along the proposed roadway stormwater treatment facilities in accordance with FDOT and the City of Panama City Beach Design Standards
3. Double Ring Infiltrometer (DRI) Testing to serve as design parameters for the proposed stormwater treatment facilities (Estimate 3 DRIs)
4. Verification of seasonal high groundwater table along the proposed roadway and stormwater treatment facilities
5. Associated lab testing for verification of soil types and stormwater design parameters
6. Engineering evaluation and report

**EXCLUSIONS**

1. Permit application fees (state and federal agencies)
2. Construction Engineering Inspection Services (CEI)
3. Legal review services for right of way acquisition

**FEE ESTIMATE**

**Professional Services Fees**

1. <i>Project Management and Coordination</i>	<b>\$38,235.00</b>
2. <i>Survey – Roadway/Right of Way/SUE</i>	<b>\$140,100.00</b>
3. <i>Roadway Analysis</i>	<b>\$279,972.00</b>
4. <i>Roadway Plans</i>	<b>\$136,374.00</b>
5. <i>Drainage and Stormwater Design</i>	<b>\$158,872.00</b>
6. <i>Drainage and Stormwater Plans</i>	<b>\$68,605.00</b>
7. <i>Utility Coordination (3<sup>rd</sup> Party Providers)</i>	<b>\$66,084.00</b>
8. <i>Structural Design</i>	<b>\$16,473.00</b>
9. <i>Landscape Architectural Analysis and Design</i>	<b>\$51,474.00</b>
10. <i>Signalization Analysis and Design</i>	<b>\$81,440.00</b>
11. <i>Signing and Pavement Marking</i>	<b>\$83,130.00</b>
12. <i>Lighting Analysis and Design</i>	<b>\$96,660.00</b>
13. <i>Permitting</i>	<b>\$61,020.00</b>
14. <i>Geotechnical Engineering Services</i>	<b>\$24,950.00</b>

**Total \$1,303,389.00**

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their undersigned officials as duly authorized.

Dewberry Engineers, Inc.  
203 Aberdeen Parkway  
Panama City, Florida 32405

CITY OF PANAMA CITY BEACH, FLORIDA  
110 S. Arnold Road  
Panama City Beach, Florida 32413

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Clifford D. Wilson III, PE.

Name: Mario Gisbert

Title: Vice President

Title: City Manager

Witnessed: \_\_\_\_\_

Witnessed: \_\_\_\_\_

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

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



ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Front Beach Rd.  
 County: Bay County  
 FPN: Panama City Beach CRA Segment 4  
 FAP No:

Consultant Name: Dewberry Engineers Inc.  
 Consultant No.: enter consultants proj. number  
 Date: 2/20/2019  
 Estimator: enter name

Staff Classification	Total Staff Hours From "SH Summary -	Principal Engineer	Senior Engineer	Engineer	Engineer Intern	Senior Technician	Senior Landscape Architect	Landscape Architect						SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$186.00	\$165.75	\$110.00	\$86.50	\$115.00	\$143.50	\$75.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
3. Project General and Project Common Tasks	236	94	94	47	0	0	0	0	0	0	0	0	0	235	\$38,235	\$162.70
4. Roadway Analysis	2,240	224	560	560	672	224	0	0	0	0	0	0	0	2,240	\$279,972	\$124.99
5. Roadway Plans	1,091	109	273	273	327	109	0	0	0	0	0	0	0	1,091	\$136,374	\$125.00
6a. Drainage Analysis	1,270	127	318	318	381	127	0	0	0	0	0	0	0	1,271	\$158,872	\$125.00
6b. Drainage Plans	549	55	137	137	165	55	0	0	0	0	0	0	0	549	\$68,605	\$124.96
7. Utilities	1,684	78	250	656	301	399	0	0	0	0	0	0	0	1,684	\$200,000	\$118.76
8. Environmental Permits, Compliance & Clearances	487	49	122	122	146	49	0	0	0	0	0	0	0	488	\$61,020	\$125.04
9. Structures - Misc. Tasks, Dwgs, Non-Tech	20	2	5	5	6	2	0	0	0	0	0	0	0	20	\$2,500	\$124.99
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	112	11	28	28	34	11	0	0	0	0	0	0	0	112	\$13,973	\$124.76
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Architecture Analysis	221	0	0	0	88	0	86	66	0	0	0	0	0	220	\$22,033	\$100.15
26. Landscape Architecture Plans	312	0	0	0	156	0	62	94	0	0	0	0	0	312	\$29,441	\$94.36
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
<b>Total Staff Hours</b>	<b>8,222</b>	<b>749</b>	<b>1,787</b>	<b>2,146</b>	<b>2,276</b>	<b>976</b>	<b>128</b>	<b>160</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8,222</b>		
<b>Total Staff Cost</b>		<b>\$139,314.00</b>	<b>\$298,195.25</b>	<b>\$236,060.00</b>	<b>\$198,874.00</b>	<b>\$112,240.00</b>	<b>\$18,368.00</b>	<b>\$12,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$1,011,024</b>	<b>\$122.97</b>

Survey Field Days by Subconsultant  
 4 - Person Crew

Check = \$1,011,051.25			
SALARY RELATED COSTS:			\$1,011,024
OVERHEAD	0%		\$0.00
OPERATING MARGIN:	0%		\$0.00
FCCM (Facilities Capital Cost Money):	0.00%		\$0.00
EXPENSES:	0.00%		\$0.00
Survey (Field - if by Prime)	0	4-person crew days @	\$ / day
<b>SUBTOTAL ESTIMATED FEE:</b>			<b>\$1,011,024</b>
Subconsultant: Dewberry Survey			\$140,100.00
Subconsultant: Cortemoller Engineering Inc. (Sub-Consultant)			\$327,315.00
Subconsultant: Southern Earth Sciences, Inc (Geotechnical)			\$24,950.00
<b>SUBTOTAL ESTIMATED FEE:</b>			<b>\$ 1,503,389</b>
Geotechnical Field and Lab Testing			\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>			<b>\$ 1,503,389</b>
Optional Services			\$0.00
<b>GRAND TOTAL ESTIMATED FEE:</b>			<b>\$ 1,503,389</b>

- Notes:  
 1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.  
 2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

AGENDA ITEM #

5

**ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT**

Name of Project: Front Beach Rd  
 County: Bay County  
 FPN: Panama City Beach CRA Segment 4  
 FAP No:

Consultant Name: Gortemoller Engineering, Inc  
 Consultant No.: enter consultants proj number  
 Date: 2/20/2019  
 Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary Firm"	Senior Engineer	Senior Project	Engineer	Engineer Intern									SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$185.00	\$145.00	\$110.00	\$85.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	529	79	132	212	106	0	0	0	0	0	0	0	0	529	\$66,085	\$124.92
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwg, Non-Tech	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	492	98	197	148	49	0	0	0	0	0	0	0	0	492	\$67,140	\$136.46
20. Signing & Pavement Marking Plans	130	13	39	52	26	0	0	0	0	0	0	0	0	130	\$15,990	\$123.00
21. Signalization Analysis	452	90	181	136	45	0	0	0	0	0	0	0	0	452	\$81,680	\$136.46
22. Signalization Plans	119	12	36	48	24	0	0	0	0	0	0	0	0	120	\$14,760	\$123.00
23. Lighting Analysis	602	120	241	161	60	0	0	0	0	0	0	0	0	602	\$82,155	\$136.47
24. Lighting Plans	118	12	35	47	24	0	0	0	0	0	0	0	0	118	\$14,505	\$122.92
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
<b>Total Staff Hours</b>	<b>2,442</b>	<b>424</b>	<b>861</b>	<b>824</b>	<b>334</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,443</b>		
<b>Total Staff Cost</b>		<b>\$78,440.00</b>	<b>\$124,845.00</b>	<b>\$90,640.00</b>	<b>\$28,390.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$322,316.00</b>	<b>\$131.93</b>

SALARY RELATED COSTS:				Check = \$322,316.00
OVERHEAD		0%	\$0.00	\$322,315.00
OPERATING MARG N		0%	\$0.00	
FCCM (Facilities Capital Cost Money)		0.00%	\$0.00	
EXPENSES:		0.00%	\$0.00	
<b>SUBTOTAL ESTIMATED FEE:</b>				<b>\$322,315.00</b>
Survey (Field)	0	4-person crew	5 / day	\$0.00
Geotechnical Field and Lab Testing				\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>				<b>\$322,315.00</b>
FTE - Traffic Data Collection				\$5,000.00
<b>GRAND TOTAL ESTIMATED FEE.</b>				<b>\$327,315.00</b>

Notes:  
 1. This sheet to be used by Subconsultant to calculate its fee

**AGENDA ITEM # 5**



COMBINED TASK ORDER AND  
NOTICE TO PROCEED

TASK ORDER NO. 2019-01

DATE  
2/28/19

Reference is made to that certain AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND DEWBERRY ENGINEERS, INC. PROFESSIONAL ENGINEERING DESIGN, SURVEY, PERMITTING AND CONSTRUCTION ADMINISTRATION FOR FRONT BEACH ROAD COMMUNITY REDEVELOPMENT PLAN PROJECT dated 6/28/2018, (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 CRA Segment 4.1.

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

a stipulated sum of \$ 1,303,389; 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 March 4, 2019, and shall be completed within 366 calendar days. The date of completion of all work is therefore March 4, 2020. 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:  
\_\_\_\_\_

DEWBERRY ENGINEERS, INC.  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
City Clerk

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

**REGULAR ITEM**

**5**



# CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

**1. DEPARTMENT MAKING REQUEST/NAME:**

Utilities Department - Al Shortt, Utilities Director

**2. MEETING DATE:**

February 28, 2019

**3. REQUESTED MOTION/ACTION:**

Approve Dewberry Engineers, Inc. Task Order 2019-02 to provide Professional Engineering Design Services for CRA Project Segment 4.1 Front Beach Road (Lullwater Drive to Hill Road).

**4. AGENDA**

PRESENTATION   
PUBLIC HEARING   
CONSENT   
REGULAR

**5. IS THIS ITEM BUDGETED (IF APPLICABLE)**  Yes  No

N/A

BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED  Yes  No

N/A

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

In accordance with the MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND DEWBERRY ENGINEERS, INC. RELATING TO PROFESSIONAL ENGINEERING DESIGN, SURVEY, PERMITTING AND CONSTRUCTION ADMINISTRATION SERVICES FOR FRONT BEACH ROAD REDEVELOPMENT PLAN PROJECT, dated June 28, 2018, Staff requests approval of the attached Dewberry Task Order 2019-02 to provide Professional Engineering Design and Permitting Services for the relocation, and improvement, of water and wastewater utilities in the CRA Project Segment 4.1 Front Beach Road corridor (Lullwater Drive to Hill Road).

Staff requested a proposal from Dewberry Engineers, Inc. to provide the necessary engineering and permitting effort. Attached for your review is their proposal under the current Master Services Agreement. Staff has reviewed the proposal and finds that the requested fee of \$200,000 is in line with the work effort. Staff recommends approval of the Task Order. The utility project is budgeted for completion over the next two fiscal years, predicated on concurrent roadway funding, and the estimated utility construction cost of is \$4.1 million.

Approving this Task Order will allow the City to move one step closer to achieving the goals set forth in the Front Beach Road Community Redevelopment Plan adopted by City Council in August 2001.

A Utilities Department budget amendment will be necessary to cover expenses for this effort in the current fiscal year, and a budget amendment form is attached for your approval.

**RESOLUTION 19-66**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING TASK ORDER # 2019-02 FOR UTILITY DESIGN OF THE FRONT BEACH ROAD COMMUNITY REDEVELOPMENT PLAN PROJECT SEGMENT 4.1 IN THE AMOUNT OF \$200,000; AUTHORIZING A BUDGET AMENDMENT TO FUND THIS EXPENSE; AUTHORIZING EXECUTION AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.**

1. **BE IT RESOLVED** that the appropriate officers of the City are authorized to deliver and execute on behalf of the City that certain Task Order # 2019-02 to the Master Services Agreement for Professional Engineering Design, Survey, Permitting and Construction Administration Services for Front Beach Road Community Redevelopment Plan Project between the City and Dewberry Engineers, Inc., relating to the CRA Segment 4.1, from Lullwater Drive to Hill Road, for utilities design in the basic amount of \$200,000 in substantially the form attached as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution shall be conclusive evidence of such approval.

2. The following budget amendment #19 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2018, and ending September 30, 2019, as show in and in accordance with the attached and incorporated Exhibit B, to reflect the expenditure for the purposes stated herein.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this \_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mike Thomas, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Jan Bossert, City Clerk

**AGENDA ITEM # 6**

**CITY OF PANAMA CITY BEACH  
 MASTER SERVICES AGREEMENT  
 Professional Engineering Design, Survey, Permitting and Construction Administration Services for Front  
 Beach Road Community Redevelopment Plan Project**

**TASK ORDER 2019-02**

This Task Order is for the purpose of Dewberry Engineers, Inc. as the Engineer to provide Engineering Design Services for the Community Redevelopment Plan Project Segment 4.1 Front Beach Road (Lullwater Drive to Hill Road STA 1073+70 to 1145+00) to the City of Panama City Beach (City) acting by and through its Council. Dewberry Engineers, Inc. understands the City is requesting professional services to complete the utility relocation and design improvements for the water, wastewater and reuse within the referenced Segment 4.1 of the CRA.

**SCOPE OF SERVICES AND FEE SCHEDULE**

**1.0 UTILITY RELOCATION, DESIGN & COORDINATION - \$200,000.00**

**Utility Design and Coordination – (Dewberry)**

1. Utility design kickoff meeting with City of Panama City Beach Utility Department
2. Provide design milestone updates and redline reviews with City of Panama City Beach Utility Department
3. Utility constructability reviews with UAOs and City of Panama City Beach Utility Department
4. Develop 60%, 90% and 100% utility design plans to include water, wastewater and reuse in accordance with City of Panama City Beach Design Standards
5. Design horizontal utility relocation alignments and improvements for water, wastewater and reuse in coordination with all third party utility providers (TECO Gas, Gulf Power/NextERA, AT&T etc)
6. Design vertical utility relocation alignments and improvements for water, wastewater, and reuse in coordination with all third party utility providers (TECO Gas, Gulf Power/NextERA, AT&T etc)
7. Provide utility design cross check to accommodate stormwater structures and conveyance systems to minimize conflicts during construction
8. Quality assurance/quality Control Reviews
9. Prepare and submit Florida Department of Environmental Protection (FDEP) Watermain Extension for PWS
10. Prepare and submit Florida Department of Environmental Protection (FDEP) Domestic Wastewater Collection/Trans Permit
11. Develop engineer cost opinion
12. Preparation of bid documents and specifications

**EXCLUSIONS**

1. Permit application fees (State)
2. Construction Engineering Inspection Services (CEI)
3. Legal review services for right of way acquisition

**FEE ESTIMATE**

**Professional Services Fees**

1. <i>Utility Relocation, Design &amp; Coordination</i>	<b>\$200,000.00</b>
<b>Total <u>\$200,000.00</u></b>	

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their undersigned officials as duly authorized.

Dewberry Engineers, Inc.  
 203 Aberdeen Parkway  
 Panama City, Florida 32405

**CITY OF PANAMA CITY BEACH, FLORIDA**  
 110 S. Arnold Road  
 Panama City Beach, Florida 32413

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Clifford D. Wilson III, PE.

Name: Mario Gisbert

Title: Vice President

Title: City Manager

Witnessed: \_\_\_\_\_

Witnessed: \_\_\_\_\_

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

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

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

No. BA # 19

FUND	UTILITY ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	401-3300-533.65-49	Construction-in-Progress CRA Segment 4.1 Relocate	0.00	100,000.00	100,000.00
TO	401-3500-535.65-49	Construction-in-Progress CRA Segment 4.1 Relocate	0.00	100,000.00	100,000.00
FROM	401-8100-999.96-00	Reserves Available for Expenditures	36,950,722.00	(200,000.00)	36,750,722.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
		Check Adjustment Totals:	36,950,722.00	0.00	36,950,722.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To appropriate funds from available reserves for the water/wastewater utility portion of the engineering task for CRA Segment 4.1

ROUTING FOR APPROVAL

\_\_\_\_\_ DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_ CITY MANAGER \_\_\_\_\_ DATE  
 \_\_\_\_\_ FINANCE DIRECTOR \_\_\_\_\_ DATE

AGENDA ITEM #

**6**

**Exhibit B**

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Front Beach Rd.  
 County: Bay County  
 FPN: Panama City Beach CRA Segment 4  
 FAP No:

Consultant Name: Dewberry Engineers Inc.  
 Consultant No: enter consultants proj. number  
 Date: 2/20/2019  
 Estimator: insert name

Staff Classification	Total Staff Hours From SH Summary	Principal Engineer	Senior Engineer	Engineer	Engineer Intern	Senior Technician	Senior Landscape Architect	Landscape Architect						SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$185.00	\$165.75	\$110.00	\$85.50	\$115.00	\$143.50	\$75.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
3. Project General and Project Common Tasks	236	94	94	47	0	0	0	0	0	0	0	0	0	235	\$38,235	\$162.70
4. Roadway Analysis	2,240	224	560	560	672	224	0	0	0	0	0	0	0	2,240	\$279,972	\$124.99
5. Roadway Plans	1,091	109	273	273	327	109	0	0	0	0	0	0	0	1,091	\$136,374	\$125.00
6a. Drainage Analysis	1,270	127	318	318	381	127	0	0	0	0	0	0	0	1,271	\$158,872	\$125.00
6b. Drainage Plans	549	55	137	137	165	55	0	0	0	0	0	0	0	549	\$68,605	\$124.96
7. Utilities	1,684	78	250	656	301	399	0	0	0	0	0	0	0	1,684	\$200,000	\$118.76
8. Environmental Permits, Compliance & Clearances	487	49	122	122	146	49	0	0	0	0	0	0	0	488	\$61,020	\$125.04
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	20	2	5	5	6	2	0	0	0	0	0	0	0	20	\$2,500	\$124.99
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	112	11	28	28	34	11	0	0	0	0	0	0	0	112	\$13,973	\$124.76
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Architecture Analysis	221	0	0	0	88	0	65	56	20	0	0	0	0	220	\$22,033	\$100.15
26. Landscape Architecture Plans	312	0	0	0	156	0	62	94	0	0	0	0	0	312	\$29,441	\$94.36
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
<b>Total Staff Hours</b>	<b>8,222</b>	<b>749</b>	<b>1,787</b>	<b>2,146</b>	<b>2,276</b>	<b>976</b>	<b>128</b>	<b>160</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8,222</b>		
<b>Total Staff Cost</b>		<b>\$139,314.00</b>	<b>\$296,195.25</b>	<b>\$238,060.00</b>	<b>\$196,874.00</b>	<b>\$112,240.00</b>	<b>\$18,368.00</b>	<b>\$12,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$1,011,024</b>	<b>\$122.97</b>

Survey Field Days by Subconsultant  
 4 - Person Crew

SALARY RELATED COSTS:				\$1,011,024
OVERHEAD	0%			\$0.00
OPERATING MARGIN:	0%			\$0.00
FCCM (Facilities Capital Cost Money):	0.00%			\$0.00
EXPENSES:	-0.00%			\$0.00
Survey (Field - if by Prime)	0	4-person crew	\$ / day	\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>				<b>\$1,011,024</b>
Subconsultant: Dewberry Survey				\$140,100.00
Subconsultant: Gortemoller Engineering Inc.				\$327,315.00
Subconsultant: SCSJ (Geotechnical)				\$24,950.00
<b>SUBTOTAL ESTIMATED FEE:</b>				<b>\$ 1,503,389</b>
Geotechnical Field and Lab Testing				\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>				<b>\$ 1,503,389</b>
Optional Services				\$0.00
<b>GRAND TOTAL ESTIMATED FEE:</b>				<b>\$ 1,503,389</b>

Check = \$1,011,051.25

- Notes:  
 1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.  
 2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

AGENDA ITEM # **6**

**Project Activity 7: Utilities**

Utility Design and Coordination

Front Beach Rd.  
Panama City Beach CRA Segment 4

Representing	Print Name	Signature / Date
Panama City Beach CRA		
Dewberry Engineers Inc.		

**NOTE: Signature Block is optional, per District preference**

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.1	Utility Kickoff Meeting	LS	1	8	8	Four (4) Staff / 2 HR Meetings
7.2	Identify Existing Utility Agency Owners (UAO(s))	LS	1	0	0	Identify Utility Companies
7.3	Make Utility Contacts	LS	1	8	8	Utility Companies Contact/Meet
7.4	Exception Processing	LS	1	0	0	Utility Companies Contact to Import Data
7.5	Milestone Updates Utility/Utility Reviews with PCB	LS	1	24	24	Milestone Review Meetings with PCB Utilities
7.6	Individual/Field Meetings	LS	1	0	0	Field Review with UAOs
7.7	Collect and Review Plans and Data from UAO(s)	LS	1	24	24	Review Plans/Info From UAOs
7.8	Subordination of Easements Coordination	LS	1	0	0	Easement/Survey Verifications
7.9	Utility Design Meeting	LS	1	20	20	Utility Companies @ 4 Hrs/Each
7.9.1	Water Main Design	LS	1	360	360	Design/ Relocation Improvements of Water System
7.9.2	Reuse Water System Design	LS	1	320	320	Design/ Relocation Improvements of Reuse Water System
7.9.3	Force Main Design	LS	1	320	320	Design/ Relocation Improvements of Force Main
7.9.4	Gravity Sewer/Collection System Design	LS	1	420	420	Design/ Relocation Improvements of Gravity Sewer/Collection System
7.10	Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements	LS	1	20	20	Review all Utility Markups/Schedules/Agreements
7.11	Utility Coordination/Followup	LS	1	40	40	Additional Coordination with PCB & UAOs
7.12	Utility Constructability Review	LS	1	40	40	Field Review with SUE As Needed
7.13	Additional Utility Services	LS	1	24	24	Follow Up Verification Field/SUE



**Project Activity 7: Utilities**

7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	1	0	0	Review/Coordination
7.15	Contract Plans to UAO(s)	LS	1	0	0	UAO Distribution/Coordination
7.16	Certification/Close-Out	LS	1	40	40	
7.17	Other Utilities	LS	1	16	16	
<b>7. Utilities Total</b>					<b>1684</b>	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Kickoff (see 7.1)	EA	1	8	8			0
Preliminary Meeting (see 7.5)	EA	1	24	24			0
Individual UAO Meetings (see 7.6)	EA	13	0	0			0
Field Meetings (see 7.6)	EA	9	0	0			0
Design Meeting (see 7.9)	EA	1	20	20			0
Other Meetings (this is automatically added into Utilities Total (cell F27))	EA	0	0	0			0
<b>Total Meetings</b>				<b>52</b>	<b>Total Project Manager Meetings (carries to Tab 3)</b>		<b>0</b>

Carries to Tab 3

AGENDA ITEM # 6

**CITY OF PANAMA CITY BEACH  
CRA SEGMENT 4.1 CONCEPTUAL UTILITY RELOCATION/DESIGN ESTIMATE**

<b>WATER MAIN RELOCATION</b>				
FIRE HYDRANT ASSEMBLY	EA	20	\$ 4,732.94	\$ 94,658.80
2" PVC	LF	400	\$ 15.00	\$ 6,000.00
2" FITTINGS, TRANSITIONS, AND VALVES	LS	1	\$ 4,750.00	\$ 4,750.00
3" PVC	LF	200	\$ 16.25	\$ 3,250.00
3" FITTINGS, TRANSITIONS, AND VALVES	LS	1	\$ 3,500.00	\$ 3,500.00
4" PVC	LF	200	\$ 18.50	\$ 3,700.00
4" MJ DI FITTINGS, TRANSITIONS, AND VALVES	LS	1	\$ 8,903.85	\$ 8,903.85
6" PVC	LF	400	\$ 24.00	\$ 9,600.00
6" HDPE DIRECTIONAL BORE	LF	800	\$ 60.00	\$ 48,000.00
6" MJ DI FITTINGS, TRANSITIONS, AND VALVES	LS	1	\$ 20,706.62	\$ 20,706.62
8" PVC	LF	400	\$ 30.00	\$ 12,000.00
8" HDPE DIRECTIONAL BORE	LF	800	\$ 90.00	\$ 72,000.00
8" MJ DI FITTINGS, TRANSITIONS, AND VALVES	LS	1	\$ 50,000.00	\$ 50,000.00
10" PVC	LF	8,000	\$ 48.00	\$ 384,000.00
10" FPVC DIRECTIONAL BORE	LF	400	\$ 165.00	\$ 66,000.00
10" MJ DI FITTINGS, TRANSITIONS, AND VALVES	LS	1	\$ 125,000.00	\$ 125,000.00
METER/BACKFLOW RELOCATE/CONDO	LS	30	\$ 5,750.00	\$ 172,500.00
NEW METER/BACKFLOW/CONDO	EA	7	\$ 25,000.00	\$ 175,000.00
TESTING & CERTIFICATION	LS	5	\$ 5,000.00	\$ 25,000.00
WATER SERVICE CONNECTION (LONG)	EA	35	\$ 1,750.00	\$ 61,250.00
WATER SERVICE CONNECTION (SHORT)	EA	35	\$ 1,750.00	\$ 61,250.00
<b>Subtotal</b>				<b>\$ 1,407,069.27</b>

<b>REUSE MAIN RELOCATION</b>				
2" PVC	LF	150	\$ 15.00	\$ 2,250.00
2" FITTINGS, TRANSITIONS, AND VALVES	LS	1	\$ 2,987.67	\$ 2,987.67
6" PVC	LF	100	\$ 24.00	\$ 2,400.00
6" HDPE DIRECTIONAL BORE	LF	200	\$ 60.00	\$ 12,000.00
6" MJ DI FITTINGS, TRANSITIONS, AND VALVES	LS	1	\$ 20,706.62	\$ 20,706.62
8" PVC	LF	400	\$ 30.00	\$ 12,000.00
10" PVC REUSE MAIN	LF	1,950	\$ 48.50	\$ 94,575.00
10" HDPE DIRECTIONAL BORE	LF	200	\$ 165.00	\$ 33,000.00
10" MJ DI FITTINGS, TRANSITIONS, AND VALVES	LS	1	\$ 25,000.00	\$ 25,000.00
<b>Subtotal</b>				<b>\$ 152,575.00</b>

<b>FORCEMAIN RELOCATION</b>				
2" FUSIBLE PVC	LF	100	\$ 24.85	\$ 2,485.00
2" FITTINGS, TRANSITIONS, AND VALVES	LS	1	\$ 3,500.00	\$ 3,500.00
4" FUSIBLE PVC	LF	100	\$ 41.71	\$ 4,171.00
4" MJ DI FITTINGS, TRANSITIONS, AND VALVES	LS	1	\$ 4,500.00	\$ 4,500.00
6" FUSIBLE PVC	LF	100	\$ 60.35	\$ 6,035.00
6" MJ DI FITTINGS, TRANSITIONS, AND VALVES	LS	1	\$ 7,500.00	\$ 7,500.00
12" FUSIBLE PVC	LF	900	\$ 76.91	\$ 69,219.00
12" MJ DI FITTINGS, TRANSITIONS, AND VALVES	LS	1	\$ 7,500.00	\$ 7,500.00
TESTING & CERTIFICATION	LS	1	\$ 5,000.00	\$ 5,000.00
CONNECT TO EXISTING	EA	4	\$ 4,750.00	\$ 19,000.00
<b>Subtotal</b>				<b>\$ 128,910.00</b>

<b>GRAVITY SEWER SYSTEM</b>				
<b>MANHOLES</b>				
4' DIAMETER MH (6'-8')	EA	15	\$ 4,975.00	\$ 74,625.00
4' DIAMETER MH (8'-10')	EA	15	\$ 5,100.00	\$ 76,500.00
5' DIAMETER MH (6'-8')	EA	10	\$ 7,750.00	\$ 77,500.00
5' DIAMETER MH (8'-10')	EA	5	\$ 8,275.00	\$ 41,375.00
5' DIAMETER MH (10'-12')	EA	5	\$ 9,125.00	\$ 45,625.00
DOG HOUSE 5' DIAMETER MH (6'-8')	EA	5	\$ 11,750.00	\$ 58,750.00
DOG HOUSE 5' DIAMETER MH (8'-10')	EA	5	\$ 12,275.00	\$ 61,375.00

**CITY OF PANAMA CITY BEACH  
CRA SEGMENT 4.1 CONCEPTUAL UTILITY RELOCATION/DESIGN ESTIMATE**

<b>SEWER MAIN</b>				
6" PVC (6'-8')	LF	200	\$ 32.00	\$ 6,400.00
8" PVC (6'-8')	LF	1,250	\$ 42.00	\$ 52,500.00
8" PVC (8'-10')	LF	1,250	\$ 48.00	\$ 60,000.00
10" PVC (6'-8')	LF	100	\$ 42.00	\$ 4,200.00
10" PVC (8'-10')	LF	100	\$ 48.00	\$ 4,800.00
21" PVC (6'-8')	LF	2,100	\$ 75.00	\$ 157,500.00
21" PVC (8'-10')	LF	2,100	\$ 95.00	\$ 199,500.00
21" PVC (10'-12')	LF	2,100	\$ 105.00	\$ 220,500.00
<b>Subtotal</b>				<b>\$ 1,141,150.00</b>

<b>MISCELLANEOUS</b>				
STORMWATER CONFLICT BOX - ESTIMATE	EA	5	\$ 11,832.35	\$ 59,161.75
CIP LINER (MH) - ESTIMATE 10	VF	100	\$ 414.13	\$ 41,413.00
CIP LINER (8" SS)	LF	200	\$ 177.50	\$ 35,500.00
REESTABLISH CONNECTIONS TO EXIST. SEWER	EA	60	\$ 1,500.00	\$ 90,000.00
INSTALL SEWER LATERALS	EA	50	\$ 3,750.00	\$ 187,500.00
<b>Subtotal</b>				<b>\$ 413,574.75</b>

<b>EXISTING UTILITIES ABANDONMENT</b>				
<b>WATERMAIN</b>				
4" WM	LF	100	\$ 14.50	\$ 1,450.00
6" WM	LF	100	\$ 14.50	\$ 1,450.00
8" WM	LF	100	\$ 15.50	\$ 1,550.00
10" WM	LF	8,000	\$ 15.50	\$ 124,000.00
<b>SANITARY SEWER</b>				
8" SS	LF	2,500	\$ 35.00	\$ 87,500.00
10" SS	LF	100	\$ 42.00	\$ 4,200.00
21" SS	LF	6,300	\$ 45.00	\$ 283,500.00
<b>FORCEMAIN</b>				
2" FM	LF	100	\$ 14.50	\$ 1,450.00
4" FM	LF	100	\$ 14.50	\$ 1,450.00
12" FM	LF	100	\$ 17.50	\$ 1,750.00
<b>Subtotal</b>				<b>\$ 508,300.00</b>

Sub Totals \$ 3,599,004.02  
 15% Cont \$ 539,850.60  
**Total Estimate \$ 4,138,854.62**