

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: APRIL 25, 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
REGULAR MEETING – APRIL 11, 2019
- VI. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS
- VII. PRESENTATIONS- COUNCILMAN MCCONNELL
 - 1 FIRE DEPARTMENT UPDATE
 - 2 EMPLOYEE RECOGNITION FOR YEARS OF SERVICE – NELDA FIELDS
- VIII. PUBLIC COMMENTS-REGULAR (NON-PUBLIC HEARINGS) & CONSENT ITEMS ONLY (LIMITED TO THREE MINUTES)
- IX. CONSENT AGENDA
 - 1 **RESOLUTION 19-80, SHADDAI SHRINE TEMPLE SPRING CEREMONIAL PARADE.** *“A Resolution of the City of Panama City Beach, Florida, authorizing careful traffic control and extraordinary usage of a portion of Front Beach Road (U.S. 98) to permit the Shaddai Shrine Temple Spring Ceremonial Parade on the morning of Saturday, May 18, 2019; and providing an immediately effective date.”*
 - 2 **RESOLUTION 19-84, BID AWARD – NORTH GLADES AND HOMBRE DRAINAGE IMPROVEMENTS.** *“A Resolution of the City of Panama City Beach, Florida, approving an agreement with Gulf Coast Utility Contractors, LLC, related to the North Glades and Hombre Drainage Improvements Project in the amount of \$748,472; and providing an immediately effective date.”*
 - 3 **RESOLUTION 19-85, BID AWARD – WASTEWATER TREATMENT FACILITY GENERATOR REPLACEMENT RADIATORS.** *“A Resolution of the City of Panama City Beach, Florida, approving an agreement with TAW Power Systems, Inc. in the amount of \$123,388 for the purchase of two generator replacement radiators; and providing an immediately effective date.”*
- X. REGULAR AGENDA - DISCUSSION/ACTION

NO.	OFFICIAL	ITEM
1	HW	RESOLUTION 19-81, BUDGET AMENDMENT – RETIREMENT
2	LP	RESOLUTION 19-82, AMENDMENT TO DISASTER PAY POLICY
3	LC	RESOLUTION 19-86, CONTRACT FOR FIREFIGHTER PHYSICALS
4	AM	ADDITIONAL HEIGHT IN FBO-1 – DISCUSSION

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.

 4.22.19
 City Clerk Date

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

 4.22.19
 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: 04/22/19 2P.M.

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

The Regular Meeting of the City Council of the City of Panama City Beach, Florida, and when permitted or required by the subject matter, the Panama City Beach Community Redevelopment Agency, held on April 11, 2019.

ROLL

MAYOR MIKE THOMAS

COUNCILORS:

PAUL CASTO

PHIL CHESTER

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 Councilman Casto, Councilman Chester and Councilman Solis, the City Manager, City Clerk and City Attorney present.

Councilman Chester gave the invocation and led the Pledge of Allegiance.

Mayor Thomas announced the upcoming Community Events.

The Minutes of the Special Meeting/Workshop and Regular Meeting of March 28, 2019 were read. **Councilman Casto made the motion to approve the Minutes as written. Second was by Councilman Chester and the motion passed by unanimous roll call vote of those Council Members present recorded as follows:**

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

Mayor Thomas asked if there were any additions or deletions to the Agenda. Mr. Gisbert requested to add a purchase necessary for emergency sewer repair. **Councilman Chester made the motion to approve the Agenda as with the addition. Second was made by Councilman Casto and the motion passed by unanimous roll call vote of those Council Members present recorded as follows:**

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

PRESENTATIONS

1 BOYS & GIRLS CLUB CIVIC ACHIEVEMENT AWARD. Councilman Chester introduced Cody Pugh and presented him with the Civic Achievement Award for exemplary service to the Boys and Girls Club. Ms. Latina Reed, Club Representative, spoke of Cody Pugh's contributions to the Club. The audience responded with applause.

2 “NATIONAL BOYS & GIRLS CLUB WEEK” PROCLAMATION & ANNUAL REPORT FROM CLUB. Councilman Chester presented Mr. Hank Hill, CEO of the Boys & Girls Club with the Proclamation designating April 8 – 12, 2019 as “National Boys & Girls Club Week”. Mr. Hill thanked the Council and presented the annual report from the Club, detailing the number of children served and thanked the City for the annual donation that supported their effort.

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

Mayor Thomas opened the Public Comments section of the meeting at 6:11 p.m. and invited comments. There were none. He closed the Public Comments at 6:11 p.m.

CONSENT AGENDA

Ms. Bossert read the Consent Agenda Items by title.

1 REVISION OF THE MASTER AUDIT LIST TO REMOVE OBSOLETE ITEMS. *These items are to be removed from the Master Audit List. STAFF RECOMMENDS approval. By approval of this matter in the Consent Agenda, the City Council makes a finding of surplus for these items and approves their removal from the Master Audit List.*

2 RESOLUTION 19-74, BID AWARD – (3) UTILITY SERVICE VEHICLES. *“A Resolution of the City of Panama City Beach, Florida approving the purchase of three vehicles for the street and stormwater departments, from Garber Ford, Inc. in the total amount of \$99,046; and providing an immediately effective date.”*

3 RESOLUTION 19-75, BID AWARD – 310 TRACTOR. *“A Resolution of the City of Panama City Beach, Florida approving the purchase of a loader backhoe, from Dobbs Equipment, LLC in the amount of \$82,093.25.”*

Councilman Solis made the motion to approve the Consent Agenda. Second was by Councilman Casto and the motion passed by unanimous roll call vote of those Council Members present recorded as follows:

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

REGULAR AGENDA

ITEM 1 RESOLUTION 19-76, DEWBERRY TASK ORDER FOR ALF COLEMAN SIDEWALK DESIGN. Ms. Myers read Resolution 19-76 by title. The Council had no comments.

Councilman Solis made the motion to approve Resolution 19-76. Second was made by Councilman Chester and the motion passed by unanimous roll call vote of those Council Members present recorded as follows:

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

ITEM 2 RESOLUTION 19-77, VEHICLE PURCHASE AND BUDGET AMENDMENT

#22. Ms. Myers read Resolution 19-77 by title. Mayor Thomas asked about the source of the funds for the purchase. Councilman Chester explained this will replace a vehicle which was totaled. Chief Whitman stated most of the value was recovered from an insurance claim.

Councilman Chester made the motion to approve Resolution 19-77. Second was made by Councilman Casto and the motion passed by unanimous roll call vote of those Council Members present recorded as follows:

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

ITEM 3 RESOLUTION 19-78, LETF PURCHASE OF K-9 PATROL HANDLER COURSE FOR ONE OFFICER. Ms. Myers read Resolution 19-78 by title. Councilman Chester inquired about the number of staffed K-9 officers. Chief Whitman explained the Department currently has four.

Councilman Chester made the motion to approve Resolution 19-78. Second was made by Councilman Solis and the motion passed by unanimous roll call vote of those Council Members present recorded as follows:

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

ITEM 4 RESOLUTION 19-79, EMERGENCY REPAIR OF A LARGE SEWER MAIN NEAR NAUTILUS LIFT STATION AND BUDGET AMENDMENT. Ms. Myers read Resolution 19-79. Ms. Myers explained this Resolution will approve the emergency repair of a 30" diameter gravity sewer main by Gulf Coast Utility Contractors, LLC, not to exceed amount of \$100,000. Mr. Gisbert explained three bids were received for this work. He explained this is an emergency repair, the sewer line handles sewer flows from approximately 1/3 of the entire City. Mr. Shortt explained the gravity sewer main was put in 50 years ago, the top of the pipe has broken and settled. The sewer line is 22 feet deep and is beyond the capabilities of City staff and equipment.

Councilman Casto made the motion to approve Resolution 19-79. Second was made by Councilman Chester and the motion passed by unanimous roll call vote of those Council Members present recorded as follows:

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

DELEGATIONS

Mayor Thomas explained the Delegations period and opened this portion of the meeting at 6:20 p.m.

1 Cherie Crim, 17680 Front Beach Road. Ms. Crim thanked the Council for closing portions of Pier Park and suggested it remained closed during the summer months. She reminded everyone of the election next Tuesday. She stated human trafficking is a problem in Bay County, which grows during special events.

2 Burnie Thompson, 17292 Front Beach Road. Mr. Thompson asked about Councilman McConnell's absence. He stated if the vote passes on Tuesday the Civil Service Board will become a grievance Board. He spoke of a past employee's experience with the Board. He stated items should be listed on the agenda, such as an assessment or tax instead of speaking on major items during council comments.

3 Michael Prier. Mr. Prier explained he felt harassed for four days, he has called the Police Department with no resolution. He explained people are running stop signs and almost hitting him in the road. He explained he does not have an address.

4 Rex Reed, 202 Gulf Lane. Mr. Reed thanked Mr. Ponak and his department for a great job at the volleyball courts.

5 Gary Beck, 14825 Front Beach Road. Mr. Beck spoke of the Constitution, the Bill of Rights and his lawsuit. Mayor Thomas explained the delegation's period is for residents or City employees, water or sewer customers to speak on matters related to the City's water or sewer system.

With no further comments, the Mayor closed the Delegations period at 6:35 p.m.

ATTORNEY REPORT

Ms. Myers had no report.

CITY MANAGER REPORT

Mr. Gisbert read the open bids and available jobs.

COUNCIL COMMENTS

Councilman Casto asked if the Council could dissolve the Civil Service Board by vote. Ms. Myers explained that, if voter's approved the proposed Charter amendment, the Council could change the composition of the board but not dissolve it. Councilman Casto explained the Civil Service Board has been a benefit and due process for the employees. He asked why the City is not having early voting. Mr. Gisbert explained it costs the City more money.

Councilman Chester asked for an update on the property next to Frank Brown Park. Mr. Gisbert explained the property is still under contract and he will reach out to the new owner to see if they are willing to sell a parcel or easement, if available. Councilman Chester asked Chief Whitman about human trafficking. Chief Whitman explained human trafficking is everywhere, the department is working on several cases and is aware of the issues.

Councilman Solis explained cities in Florida have moved on from Civil Service Boards, more information was placed on social media but removed by request of another Council Member. The street department has done a great job staying on top of grants for sidewalk projects, there is a big amount of work behind the scenes to get things done. He explained since Hurricane Michael apartment complexes are charging exorbitant amounts and storage units have doubled in price. In neighboring cities debris cleanup was a half billion dollars. The schools have laid off over 600 employees. Federal money is not coming in and the cost to recovery is great. People need to get involved and contact their state representatives for a solution. The cost per person is thousands if they do not come up with an emergency half cent sales tax.

Mayor Thomas explained the Civil Service Board going to a referendum was approved by majority vote of the Council. Mr. Thompson has not asked to meet with him on any subject to gather facts or suggest solutions. Mayor Thomas explained it is the Council's job to save the city money and run the City efficiently.

With nothing further, the meeting was adjourned at 6:59 p.m.

READ AND APPROVED this 25th of April, 2019.

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

ATTEST:

Mayor

City Clerk

CONSENT ITEM

1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION

2. MEETING DATE:
APRIL 25, 2019

3. REQUESTED MOTION/ACTION:

Consideration of Resolution 19-80 for careful traffic control and extraordinary usage on a portion of Front Beach Road from Richard Jackson Boulevard west to Middle Beach-Front Beach Road.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

<input type="checkbox"/>
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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 Shaddai Shrine Temple Spring Ceremonial Parade will be held on Saturday, May 18, 2019.

The event necessitates careful traffic control and extraordinary usage of Front Beach Road from Richard Jackson Boulevard west to Middle Beach-Front Beach Road.

Staff recommends approval.

CONSENT
AGENDA ITEM # 1

RESOLUTION 19-80

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING CAREFUL TRAFFIC CONTROL AND EXTRAORDINARY USAGE OF A PORTION OF FRONT BEACH ROAD (U.S. 98) TO PERMIT THE SHADDAI SHRINE TEMPLE SPRING CEREMONIAL PARADE ON THE MORNING OF SATURDAY, MAY 18, 2019; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the Shaddai Shrine Temple Spring Ceremonial Parade (the "Event") is scheduled to be held on Saturday, May 18, 2019 in Panama City Beach; and

WHEREAS, the Event necessitates careful traffic control and extraordinary usage of certain sections of Front Beach Road (U.S. Highway 98A) within the corporate limits of Panama City Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of Panama City Beach that during the hours of 9:30 A.M. and 12:30 P.M., on Saturday, May 18, 2019, all vehicular traffic on Front Beach Road (US Hwy 98A) from Richard Jackson Boulevard west to the Middle Beach-Front Beach Road intersection shall be rerouted or otherwise controlled in accordance with the map which accompanies this Resolution to accommodate the Event.

PASSED, APPROVED AND ADOPTED in regular session of the Panama City Beach City Council this 25th day of April, 2019.

CITY OF PANAMA CITY BEACH

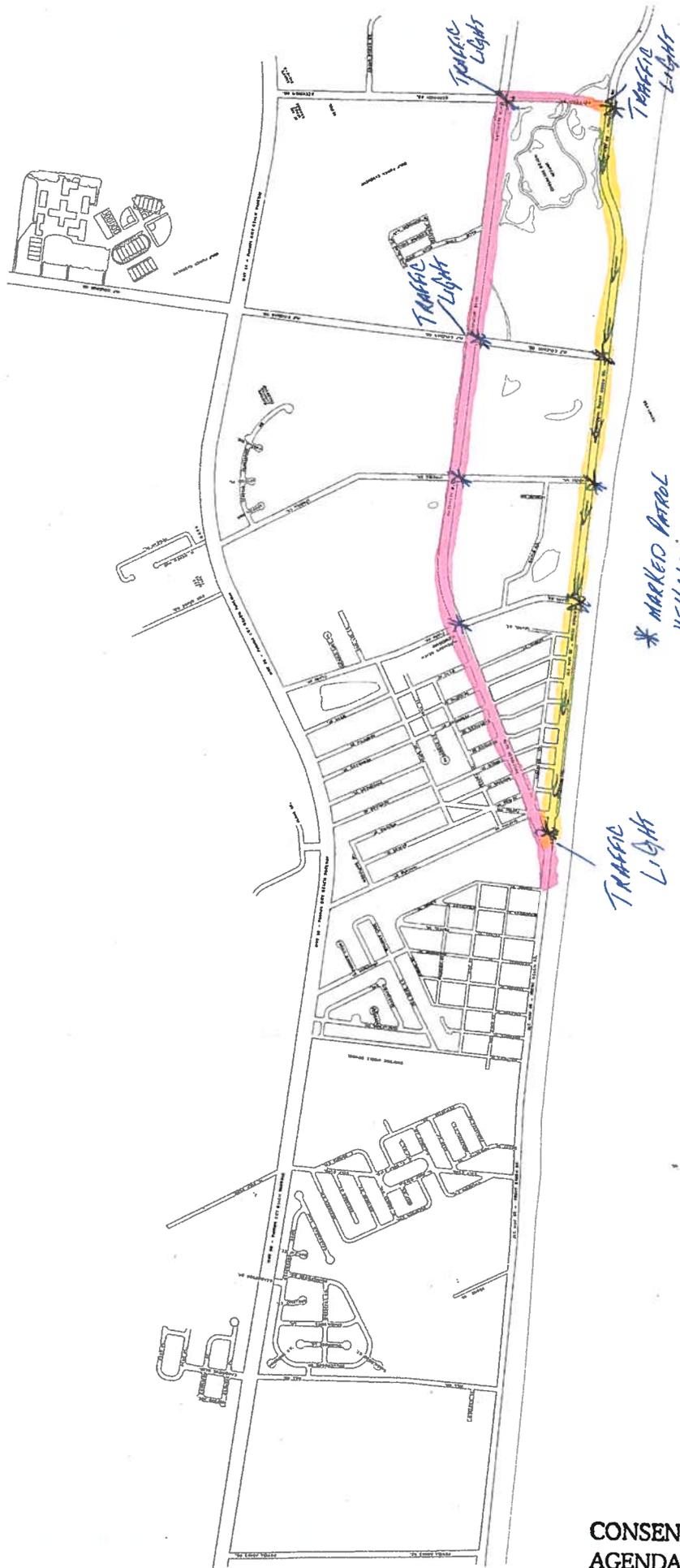
By: _____
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

CONSENT
AGENDA ITEM # 1

Resolution 19-80



CONSENT
 AGENDA ITEM # 1

CONSENT ITEM

2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Stormwater/Kelly Jenkins

2. MEETING DATE:

4/25/2019

3. REQUESTED MOTION/ACTION:

Approve the construction agreement for the N. Glades and Hombre Drainage Improvements project FY - 2019 with Gulf Coast Utility Contractors, in the amount of \$748,472.00.

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)

This proposed construction project widens the existing ditch that is adjacent to the Breakfast Point Subdivision which runs North to discharge into West Bay. Design was performed for this drainage improvement project to help alleviate flooding in the upstream portion of the drainage basin.

A solicitation for construction bids was publicly advertised and four bidders responded. Bids were publicly opened on April 17, 2019 at 10:00am. After reviewing the bids, all bidders were deemed responsive and Dewberry recommends and staff agrees that the construction Bid be awarded to the low bidder, Gulf Coast Utility Contractors in the amount of \$748,472.00. This project is in the FY 19 budget and the proposed expenditure is within budget. We anticipate the project will be completed in the fall of 2019. The Contractor shall provide all materials, equipment and labor to complete the project.

Attached is a copy of the engineer of records recommendation, bid tabulation, and a draft agreement.

CONSENT

AGENDA ITEM #

2



Dewberry Engineers Inc. | 850.267.0759
877 CR 393 North | 866.557.0076 fax
Santa Rosa Beach, FL 32459 | www.dewberry.com

April 19, 2019

Ms. Kelly Jenkins, PE
City of Panama City Beach
110 South Arnold Road
Panama City Beach, FL 32413

SUBJECT: Letter of Recommendation

Re: North Glades and Hombre Drainage Improvements
Project: 91211213

Dear Ms. Jenkins,

We have reviewed the bid packages submitted on April 17, 2019 10:00AM for the North Glades and Hombre Drainage Improvements project and verified the unit prices and totals for each bid. Based on our review of these packages, we recommend Gulf Coast Utility Contractors, LLC for award of the contract for a total price of \$748,472.00.

If you have any questions, please feel free to contact me at 850.571.1253 or by email at cknauer@dewberry.com.

Sincerely,

DEWBERRY

Cliff L. Knauer, PE, CFM
Associate Vice President

CONSENT
AGENDA ITEM # 2



BID TABULATION

Bid Date: April 17, 2019

Bid Time: 10:00AM CST

Bid Location: City of Panama City Beach, City Hall Council Chambers, 110 South Arnold Road, Panama City Beach, FL

Project: **NORTH GLADES AND HOMBRE DRAINAGE IMPROVEMENTS**

Contractor's Name	Attended Mandatory Pre-Bid Meeting 4/2/19 @ 2:00PM CST	Base Bid Amount	Bid Form	Bid Bond Form	Drug-Free Workplace	Trench Safety	Public Entity Crimes
			Section 00030	Section 00040	Section 00095	Section 00096	Section 00097
GAC Contractors, Inc.	X	\$1,205,879.00	X	X	X	X	X
GCUC	X	\$748,472.00	X	X	X	X	X
RBM Contracting	X	\$1,115,421.50	X	X	X	X	X
Roberts and Roberts, Inc.	X	\$877,977.50	X	X	X	X	X

CONTRACT DOCUMENTS FOR NORTH GLADES AND HOMBRE DRAINAGE IMPROVEMENTS
CITY OF PANAMA CITY BEACH, FLORIDA PROJECT #91211213

Appendix G
Bid Tabulation: Page 1 of 1

CONSENT
AGENDA ITEM # 2

RESOLUTION 19-84

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH GULF COAST UTILITY CONTRACTORS, LLC, RELATED TO THE NORTH GLADES AND HOMBRE DRAINAGE IMPROVEMENTS PROJECT IN THE AMOUNT OF \$748,472; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED 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 Gulf Coast Utility Contractors, LLC, relating to the North Glades and Hombre Drainage Improvements, in the basic amount of Seven Hundred Forty-Eight Thousand, Four Hundred Seventy-Two Dollars (\$748,472.00) 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

CONSENT
AGENDA ITEM # 2

**SECTION 00050
AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, 2019, by and between, the City of Panama City Beach (hereinafter called "OWNER") and Gulf Coast Utility Contractors, LLC doing business as a Corporation, having a business address of 13938 Highway 77, Panama City, FL 32409 (hereinafter called "CONTRACTOR"), for the performance of the Work (as that term is defined below) in connection with the construction of the **NORTH GLADES AND HOMBRE DRAINAGE IMPROVEMENTS** (Project), to be located in Bay County, Florida, in accordance with the Drawings and Specifications prepared by **DEWBERRY**, the Engineer of Record (hereinafter called "ENGINEER") and all other Contract Documents hereinafter specified.

The OWNER and the 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, the 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 subcontractors or sub-subcontractors, if any, nor any of their respective employees or personnel, shall be deemed servants, employees, or agents of the OWNER.
2. The CONTRACTOR will commence the Work required by the Contract Documents within 10 calendar days after the date of the Notice to Proceed to be issued by OWNER in writing within 10 calendar days from the date of this Agreement and to substantially complete the project within **120** consecutive calendar days thereafter, and to fully complete the project within **30** consecutive calendar days thereafter.
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 Section 00100, 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 **\$748,472.00** 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

CONSENT

AGENDA ITEM #

2

AGREEMENT 00050-1

NORTH GLADES AND HOMBRE DRAINAGE IMPROVEMENTS
PROJECT NO. 91211213

(“Contract Price”).

5. The term “Contract Documents” means and includes the following documents, all of which are incorporated into this Agreement by this reference:
1. ADVERTISEMENT FOR BIDS (SECTION 00010)
 2. PROJECT OVERVIEW (SECTION 00015)
 3. INFORMATION FOR BIDDERS (SECTION 00020)
 4. BID (SECTION 00030)
 5. BID BOND (SECTION 00040)
 6. AGREEMENT (SECTION 00050)
 7. PERFORMANCE BOND (SECTION 00060)
 8. PAYMENT BOND (SECTION 00070)
 9. NOTICE OF AWARD (SECTION 00080)
 10. NOTICE TO PROCEED (SECTION 00090)
 11. DRUG-FREE WORK PLACE (SECTION 00095)
 12. CERTIFICATE OF COMPLIANCE WITH THE FLORIDA TRENCH SAFETY ACT (SECTION 00096)
 13. PUBLIC ENTITY CRIMES STATEMENT (SECTION 00097)
 14. SALES TAX AGREEMENT (SECTION 00098)
 15. CERTIFICATE OF INSURANCE (SECTION 00099)
 16. GENERAL CONDITIONS (SECTION 00100)
 17. SUPPLEMENTAL CONDITIONS (SECTION 00800)
 18. SUBMISSION OF WORK SCHEDULE (SECTION 00801)
 19. PREVENTION, CONTROL AND ABATEMENT OF EROSION CONTROL (SECTION 00802)
 20. SALES TAX EXEMPTION ADDENDUM (SECTION 00808)
 21. ALTERNATES (SECTION 01030)
 22. SPECIAL PROVISIONS (SECTION 01046)
 23. PERMITS AND FEES (SECTION 01065)
 24. DEFINITIONS AND STANDARDS (SECTION 01090)
 25. REFERENCE STANDARDS (SECTION 01095)
 26. SPECIAL PROJECT PROCEDURES (SECTION 01100)
 27. ENVIRONMENTAL PROTECTION (SECTION 01110)

NORTH GLADES AND HOMBRE DRAINAGE IMPROVEMENTS
PROJECT NO. 91211213

28. SCHEDULES, REPORTS, PAYMENTS (SECTION 01155)
29. PROCEDURES AND CONTROLS (SECTION 01205)
30. SUBMITTALS (SECTION 01300)
31. CONSTRUCTION PHOTOGRAPHS (SECTION 01380)
32. MOBILIZATION/DEMOBILIZATION (SECTION 01505)
33. PRODUCTS AND SUBSTITUTIONS (SECTION 01605)
34. PROJECT CLOSEOUT (SECTION 01705)
35. RIP RAP (SECTION 01800)
36. SITEWORK (SECTIONS 02110, 02200, 2210 AND 02211)
37. CONCRETE (SECTIONS 03310)
38. MARINE (SECTIONS 19100)
39. APPENDICES (APPENDICES A THROUGH I)
40. PLANS prepared by DEWBERRY
41. ADDENDA

No.1, dated April 16, 2019.

The Contract Documents also includes any written amendments to any of the 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 to the CONTRACTOR in the manner and at such times as set forth in the General Conditions (SECTION 00100) such amounts as required by the 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:
 - 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:

CONSENT
AGENDA ITEM # 2

AGREEMENT 00050-3

NORTH GLADES AND HOMBRE DRAINAGE IMPROVEMENTS
PROJECT NO. 91211213

If to OWNER:

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

If to Contractor:

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. The CONTRACTOR recognizes that the 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 the OWNER, the CONTRACTOR shall comply with and fully implement the sales tax savings program. As set forth in the Sales Tax Agreement, Section 00098.
11. The failure of the 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 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

CONSENT
AGENDA ITEM # 2

AGREEMENT 00050-4

“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, the OWNER has designated a Project Representative to assist the OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by the OWNER for this Project, shall be Cliff L. Knauer, P.E., of Dewberry.
16. The 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 the CONTRACTOR of his/her duty to perform or give rise to any right to damages or additional compensation from OWNER. The CONTRACTOR expressly acknowledges and agrees that it shall receive no damages for delay. CONTRACTOR’s sole remedy, if any, against the OWNER will be the right to seek an extension to the Contract Time.
17. INSURANCE - BASIC COVERAGES REQUIRED

The CONTRACTOR shall procure and maintain the following described insurance, except for coverages specifically waived by the OWNER, on policies and with insurers acceptable to the 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 the 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. The 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 obtaining adequate and appropriate insurance covering any damage or loss to such property. The CONTRACTOR and the CONTRACTOR’S subcontractors and sub-subcontractors expressly waive any claim against the 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 the OWNER and may be disapproved by the OWNER. They may be reduced or eliminated at the option of the 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 the CONTRACTOR and shall not be greater than \$25,000, unless otherwise agreed to, in writing, by the OWNER.

Insurance required of the CONTRACTOR or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the OWNER shall be considered excess, as may be applicable to claims or losses which arise out of the Hold Harmless, Payment on Behalf of the 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 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 the OWNER an Affidavit stating that he/she meets all the requirements of Florida Statute 440.02 (13) (d).

Commercial General Liability Coverage

The 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
	\$2,000,000	Aggregate Limit

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 3 years following OWNER’s final acceptance of the Project.

The CONTRACTOR shall add the 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 the 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
---------------------------------	-------------	-------------------------------------

Excess or Umbrella Liability Coverage

The 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 the 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 \$4,000,000.00, each occurrence and aggregate as required by the OWNER.

NORTH GLADES AND HOMBRE DRAINAGE IMPROVEMENTS
PROJECT NO. 91211213

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

(SEAL)
ATTEST: _____

BY _____
(Signature)

NAME _____

TITLE _____

OWNER

CITY OF PANAMA CITY BEACH

BY _____
(Signature)

NAME Mario Gisbert

TITLE City Manager

(SEAL)
ATTEST: _____

BY _____
(Signature)

NAME _____

TITLE _____

CONTRACTOR

BY _____
(Signature)

NAME _____

TITLE _____

ADDRESS: _____

Employer Identification
Number _____

END OF SECTION

CONSENT
AGENDA ITEM # 2

AGREEMENT 00050-8

**SECTION 00080
NOTICE OF AWARD**

TO: Gulf Coast Utility Contractors

13938 Highway 77

Panama City, FL 32409

PROJECT DESCRIPTION:

NORTH GLADES AND HOMBRE DRAINAGE IMPROVEMENTS

The City of Panama City Beach (OWNER) has considered the Bid submitted by you for the above-described Work in response to its Advertisement for Bids dated April 17, 2019, and associated Information for Bidders.

You are hereby notified that your Bid in the amount of \$748,472.00 has been accepted by the OWNER. Provided, however, nothing in this Notice of Award or your delivery to the OWNER of the Agreement executed by you (with the required Bonds and Certificates of Insurance) shall in any manner or way be deemed to create any contract between you and the OWNER. No such contract shall be created unless and until the OWNER signs the Agreement.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond, and Certificates of Insurance within 10 calendar days from the date of this Notice of Award.

If you fail to execute said Agreement, together with the required Certificates of Insurance and Bonds, within 10 calendar days from the date of this Notice of Award, the OWNER will be entitled to consider all your rights arising out of OWNER's acceptance of your Bid as abandoned and as a forfeiture of your Bid Deposit. The OWNER will be entitled to all other rights and remedies as may be available to it at law.

You must return an acknowledged copy of this Notice of Award to the OWNER, with the executed Agreement and required Certificates of Insurance and Bonds, within the above-noted 10 calendar day period.

Dated this _____ day of _____, 2019.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

CONSENT
AGENDA ITEM # 2

NOTICE OF AWARD 00080-1

CITY OF PANAMA CITY BEACH
OWNER

By: _____

Name: Mario Gisbert

Title: City Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: _____ (Company Name).

This the _____ day of _____, 2019

By: _____ (Print and Sign Name).

Title: _____.

END OF SECTION

CONSENT
AGENDA ITEM # 2

NOTICE OF AWARD 00080-2

CONSENT ITEM

3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:
April 25, 2019

3. REQUESTED MOTION/ACTION:
Approve the purchase and installation of two (2) replacement radiators for back-up power generators located at the City's wastewater treatment facility.

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
The radiators for two of the existing generators at the City's wastewater treatment facility have failed. These radiators are installed on Generators 2 and 3 and are 17 and 4 years old respectively and have experienced advanced corrosion.

City utility staff prepared bid documents for replacement radiators by the original and alternate manufacturers with an enhanced coating system for corrossions resistance. A solicitation for bids was publicly advertised and one bid was received.

The purchase of this equipment is currently budgeted and the proposed expenditure is within the Utilities Department available funds.

WHY - To allow the City Manager to execute an agreement with TAW Power Systems, Inc. for the purchase and installation of two replacement radiators in the total amount of \$123,388.00 (Generator 2 radiator for \$66,117.00 and Generator 3 radiator for \$57,271.00) for furnishing and installation of the units within 70 days following the date of the Notice to Proceed.

WHAT - To allow timely replacement of the failed radiators for continued service and reliability of systems at the City's wastewater treatment facility.

PANAMA CITY BEACH – WWTF GENERATOR REPLACEMENT RADIATORS

SECTION 00030

BID PROPOSAL FORM

This proposal of TAW Power Systems, 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 not applicable 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 **WWTF GENERATOR REPLACEMENT RADIATORS** 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 the time indicated in consecutive calendar days.

CONSENT
AGENDA ITEM # 3

PANAMA CITY BEACH – WWTF GENERATOR REPLACEMENT RADIATORS

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 for each calendar day that expires after the Contract Time for Substantial Completion for each milestone as more fully set forth in Section 15 of the General Conditions. Liquidated damages can accrue concurrently.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum No. 1 (03/29/2019) Addendum No. 4 (04/03/2019)
Addendum No. 2 (04/01/2019)
Addendum No. 3 (04/02/2019)

BASE BID

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following lump sum: \$ 123,388.00.

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 parts, materials, means of transportation and off-loading and hoisting, fluids, 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:

CONSENT
AGENDA ITEM # 3

PANAMA CITY BEACH – WWTF GENERATOR REPLACEMENT RADIATORS

BID SCHEDULE

BASE BID

Item No.	Description	Unit	Quantity	Unit Price	Cost
BASE BID - GENERATOR 2 RADIATOR REPLACEMENT					
GENERAL					
1	Mobilization/Demobilization (Not to exceed 3% of the total base bid)	LS			\$ 1,983.00
2	Drain and Remove Existing Radiator in Generator 2	LS			\$ 16,062.00
3	Furnish and Install OEM Radiator for Generator 2 with High Performance Coating	LS			\$ 32,000.00
	Time Required In Consecutive Calendar Days to Furnish and Install OEM Radiator for Generator 2 with High Performance Coating)	Days		N/A	N/A
4	Hold Harmless	LS			\$ 10.00
5	Construct All Other Improvements for Removal and Replacement of Existing Radiator in Generator 2	LS			\$ 16,062.00
Subtotal					\$ 66,117.00.
TOTAL BASE BID					\$ 66,117.00
BASE BID - GENERATOR 3 RADIATOR REPLACEMENT					
GENERAL					
1	Mobilization/Demobilization (Not to exceed 3% of the total base bid)	LS			\$ 1,715.00
2	Drain and Remove Existing Radiator in Generator 3				\$ 13,898.00
3	Furnish and Install OEM Radiator for Generator 3 with High Performance Coating	LS			\$ 27,750.00
	Time Required In Consecutive Calendar Days to Furnish and Install OEM Radiator for Generator 3 with High Performance Coating)	Days		N/A	N/A
4	Hold Harmless	LS			\$ 10.00

CONSENT
AGENDA ITEM # 3

PANAMA CITY BEACH – WWTF GENERATOR REPLACEMENT RADIATORS

BID SCHEDULE (cont'd)

BASE BID (cont'd)

Item No.	Description	Unit	Quantity	Unit Price	Cost
BASE BID - GENERATOR 3 RADIATOR REPLACEMENT (cont'd)					
GENERAL					
5	Construct All Other Improvements for Removal and Replacement of Existing Radiator in Generator 3	LS			\$ 13,898.00
Subtotal					\$ 57,271.00
TOTAL BASE BID					\$ 57,271.00

ALTERNATE BIDS

Item No.	Description	Unit	Quantity	Unit Price	Cost
ALTERNATE BIDS					
GENERAL					
1	Deduction from Sum of Base Bid Amounts to Furnish and Install Replacement Radiators for Generators 2 and 3 if Awarded Jointly	LS	N/A	N/A	(\$ N/A)
	Total Time Required to Remove and Replace Both Generators 2 and 3 Radiators if Awarded Jointly	Days	N/A	N/A	N/A
2	Deduction from Base Bid Amount to Furnish and Install Alternate Manufacturer Radiator for Generator 2 with High Performance Coating	LS	N/A	N/A	(\$ N/A)
	Alternate Radiator Manufacturer (indicate name of manufacturer)	N/A			
	Time Required to Furnish and Install Alternate Manufacturer Radiator for Generator 2 with High Performance Coating	Days	N/A	N/A	N/A

CONSENT
AGENDA ITEM # 3

PANAMA CITY BEACH – WWTF GENERATOR REPLACEMENT RADIATORS

ALTERNATE BIDS (cont'd)

Item No.	Description	Unit	Quantity	Unit Price	Cost
ALTERNATE BIDS (cont'd)					
GENERAL					
3	Deduction from Base Bid Amount to Furnish and Install Alternate Manufacturer Radiator for Generator 3 with High Performance Coating	LS	N/A	N/A	(\$ N/A)
	Alternate Radiator Manufacturer (indicate name of manufacturer)	N/A			
	Time Required to Furnish and Install Alternate Manufacturer Radiator for Generator 3 with High Performance Coating	Days	N/A	N/A	N/A
4	Deduction from Base Bid Amount to Furnish and Install Replacement Radiator for Generator 2 with OEM Standard Coating System Only	LS	N/A	N/A	(\$ N/A)
	Time Required to Furnish and Install Replacement Generator 2 Radiator with OEM Standard Coating System	Days	N/A	N/A	N/A
5	Deduction from Base Bid Amount to Furnish and Install Replacement Radiator for Generator 3 with Standard OEM Coating System Only	LS	N/A	N/A	(\$ N/A)
	Time Required to Furnish and Install Replacement Generator 3 Radiator with OEM Standard Coating System	Days	N/A	N/A	N/A

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. The OWNER reserves the right to reject any and all bids received.
4. 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.
5. 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

PANAMA CITY BEACH – WWTF GENERATOR REPLACEMENT RADIATORS

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. Executed Statement Under Section 287.087, Florida Statutes, On Preference To Businesses With Drug-Free Workplace Programs – Section 0095
2. Executed Public Entity Crimes Statement – Section 00097
3. All acknowledged Addenda
4. Sales Tax Exemption Addendum – 00808

CONTRACTOR: TAW Power Systems, Inc.



6312 78th Street

Address

Riverview, FL 33578

(813) 621-5661

Phone Number

April 17, 2019

Date

[END OF SECTION 00030]

CONSENT

AGENDA ITEM #

3

RESOLUTION 19-85

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH TAW POWER SYSTEMS, INC. IN THE AMOUNT OF \$123,388 FOR THE PURCHASE OF TWO GENERATOR REPLACEMENT RADIATORS; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED 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 TAW Power Systems, Inc., relating to the purchase of 2 generator replacement radiators, for the City's Wastewater Treatment Plant in the amount of One Hundred, Twenty-Three Thousand, Three Hundred and Eighty-Eight Dollars (\$123,388.00), in 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 # 3

Resolution 19-85

PANAMA CITY BEACH – WWTF GENERATOR REPLACEMENT RADIATORS

SECTION 00050

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2019 by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and TAW Power Systems, doing business as a corporation having a business address of 6312 78th Street, Riverview, Florida 33578 (hereinafter called "CONTRACTOR"), for the performance of the Work (as that terms is defined below) in connection with the construction of **WWTF GENERATOR REPLACEMENT RADIATORS** ("Project"), to be located at the City of Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by the City of Panama City Beach, 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, parts, 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 employees or personnel, shall be deemed servants, employees, or agents of OWNER.

PANAMA CITY BEACH – WWTF GENERATOR REPLACEMENT RADIATORS

2. The CONTRACTOR will commence the Work required by the Contract Documents within 10 calendar days after the date of the NOTICE TO PROCEED to be issued by OWNER in writing within thirty (30) calendar days from the date of this Agreement and will achieve Substantial Completion of the Work within of the required commencement date as follows, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents (“Contract Time”):

<u>Completion Milestone</u>	<u>Calendar Days Following Notice to Proceed</u>
Substantial Replacement of Generators 2&3 Radiators	60
Final completion	10

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 for each calendar day that expires after the Contract Time for Substantial Completion for each project milestone as more fully set forth in Section 15 of the General Conditions. Liquidated damages can accrue concurrently.
4. The CONTRACTOR agrees to perform all of the Work described in the

PANAMA CITY BEACH – WWTF GENERATOR REPLACEMENT RADIATORS

Contract Documents and comply with the terms therein for the sum of \$123,388.00 (both Generators 2 & 3 radiator replacement) 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
Section 00030	BID PROPOSAL FORM
Section 00050	AGREEMENT
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 00097	PUBLIC ENTITY CRIMES STATEMENT
Section 00099	CERTIFICATE OF INSURANCE
Section 00100	GENERAL CONDITIONS
Section 00800	SUPPLEMENTAL CONDITIONS
Appendix "A"	GENERATOR NO. 2 INFORMATION
Appendix "B"	GENERATOR NO. 3 INFORMATION

SPECIFICATIONS prepared or issued by the City of Panama City Beach
Dated March 2019.

ADDENDA

No. 1, dated March 29, 2019

No. 2, dated April 1, 2019

PANAMA CITY BEACH – WWTF GENERATOR REPLACEMENT RADIATORS

No. 3, dated April 2, 2019

No. 4, dated April 3, 2019

The Contract Documents also includes any written amendments to any of the 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:

TAW Power Systems, Inc.

6312 78th Street

PANAMA CITY BEACH – WWTF GENERATOR REPLACEMENT RADIATORS

Riverview, FL 33578
ATTENTION: Michael M. MacInnes – Chief Financial Officer
Fax No.: (813) 425-0831

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 validity or enforceability of any other section or part thereof.

PANAMA CITY BEACH – WWTF GENERATOR REPLACEMENT RADIATORS

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 Mr. Mark Shaeffer – Utilities Engineer.

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 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

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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 obtaining adequate and appropriate insurance covering any damage

PANAMA CITY BEACH – WWTF GENERATOR REPLACEMENT RADIATORS

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 employers' liability insurance for all employees engaged in the Work, in

PANAMA CITY BEACH – WWTF GENERATOR REPLACEMENT RADIATORS

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
	\$2,000,000 Aggregate Limit

PANAMA CITY BEACH – WWTF GENERATOR REPLACEMENT RADIATORS

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

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

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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

No additional insurance required at this time.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

PANAMA CITY BEACH – WWTF GENERATOR REPLACEMENT RADIATORS

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:

TAW Power Systems, Inc.

ATTEST:

BY:

NAME _____

NAME: _____
(Please Type)

ADDRESS: 6312 78th Street,
Riverview, FL 33578

(Please Type)

[END OF SECTION 00050]

REGULAR ITEM

1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Administration/Holly White

2. MEETING DATE:

04/25/19

3. REQUESTED MOTION/ACTION:

Staff requests a budget amendment for the General Fund, specifically the police department, for the payment of accrued compensated absences not anticipated in the budget process.

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)

Chief Whitman recently received a letter from a long-term police department employee indicating his intent to retire in June 2019. During the budget process, finance works with each department head to anticipate planned retirements in an attempt to budget for the pay-out of vacation and sick leave anticipated to occur during the fiscal year being budgeted. We utilize the facts and circumstances known to us at that time including employees known to be at the end of their DROP period, discussions between each department head and their staff, etc. In this instance, the employee was not a participant in the DROP and there was no indication of an intent to retire during fiscal year 2019. The employee has been with the City in excess of 20 years and as such, is entitled to be paid for a significant number of sick leave hours as well as accrued vacation time. A budget amendment in the amount of \$78,100.00 is necessary to provide the funding for the accrued hours due as well as the related payroll taxes. The funds will be paid from the reserve for compensated absences established for circumstances such as this. Adequate funds are available in that reserve for this budget amendment. STAFF recommends approval.

RESOLUTION 19-81

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING A BUDGET AMENDMENT TO PROVIDE FUNDING FOR THE UNEXPECTED RETIREMENT OF A PANAMA CITY BEACH POLICE DEPARTMENT EMPLOYEE.

WHEREAS, the City Council has received notice from a longtime police department employee of his retirement in June, which retirement was not anticipated in the original budget;

WHEREAS, a budget amendment is necessary to fund the leave payouts to which the employee is entitled, and the taxes associated therewith, from the City's reserves.

BE IT RESOLVED that the budget amendment (#26) attached, incorporated and marked as Exhibit A is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2018, and ending September 30, 2019 as shown in and in accordance with the attached and incorporated Exhibit A, 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

Resolution 19-81

AGENDA ITEM # 1

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

No. BA #26

FUND	GENERAL	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-2101-521.12-10	Salaries Regular	4,722,550.00	72,550.00	4,795,100.00
TO	001-2101-521.21-10	FICA	423,462.00	5,550.00	429,012.00
FROM	001-8100-999.92-00	Reserves Compensated Absences	601,700.00	(78,100.00)	523,600.00
			0.00	0.00	0.00
			0.00	0.00	0.00
		Check Adjustment Totals:	5,747,712.00	0.00	5,747,712.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

A budget amendment is necessary due to the retirement of a long-term police department employee (20+ years) not anticipated in the budget process

ROUTING FOR APPROVAL

_____ DEPARTMENT HEAD _____ DATE _____ CITY MANAGER _____ DATE _____

_____ FINANCE DIRECTOR _____ DATE _____

EXHIBIT A

AGENDA ITEM # 1

REGULAR ITEM

2



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION

2. MEETING DATE:
APRIL 25, 2019

3. REQUESTED MOTION/ACTION:
APPROVE UPDATE TO EMERGENCY PAY POLICY TO AUTHORIZE ADDITIONAL
COMPENSATION TO SALARIED EMPLOYEES

4. AGENDA

PRESENTATION	<input type="checkbox"/>
PUBLIC HEARING	<input 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)

Generally in emergency situations salaried employees are called upon to work excessive hours beyond the routine work week, for which they receive no additional compensation. Non-salaried employees are compensated for hours worked during an emergency beyond the routine work week. This circumstance has created a situation of inequity among the responding workforce on behalf of all citizens in the City, highlighted most recently by the extraordinary work effort of salaried employees in the days and weeks following Hurricane Michael.

In anticipation that the City will be faced with emergencies in the future, staff requests the Council amend the personnel policies to permit additional compensation to salaried personnel during declared emergencies.

Staff recommends approval.

RESOLUTION 19-82

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S POLICY FOR THE PAYMENT OF SALARIED EMPLOYEES DURING DECLARED EMERGENCIES; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, in emergency situations salaried employees are called upon to work excessive hours beyond the routine work week, for which they receive no additional compensation consideration based on the City's existing personnel policies; and

WHEREAS, non-salaried employees are compensated for hours worked during an emergency beyond the routine work week, and this circumstance has created a situation of inequity among the responding workforce on behalf of all citizens in the City; and

WHEREAS, in anticipation that the City will be faced with emergencies in the future, the City has determined to amend the personnel policies to permit additional compensation to salaried personnel.

BE IT RESOLVED by the City Council of the City of Panama City Beach, from and after the effective date of this Resolution, that the Emergency Pay Policy attached and incorporated herein as Exhibit A to this Resolution, is hereby approved.

THIS RESOLUTION shall take effect immediately upon its passage.

PASSED, APPROVED, AND ADOPTED in regular session this ____ day of _____, 2019.

CITY OF PANAMA CITY BEACH

By _____
MIKE THOMAS, MAYOR

ATTEST:

MARY JAN BOSSERT, CITY CLERK

EXHIBIT A

EMERGENCY PAY POLICY

All city employees are essential to the organization and are the most important part of the City's service delivery system. During times of emergency, critical services provided by the City must continue to be provided during emergencies to insure to the best of our ability that the public is protected. City employees who are designated by their respective department heads to perform their assigned duties to ensure that critical services are continuously offered during and immediately after disasters are issued a city employee identification card with an essential worker designation printed on the back side.

During a "Declared Local State of Emergency" the City Manager shall have the authority to excuse certain personnel from responding to work and shall have the authority to authorize **exempt and** non-exempt personnel to work their regularly scheduled work hours and in excess of their regularly scheduled work hours. "Declared Local State of Emergency" means any occurrence, or threat thereof, whether natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property existing within the City, which has been declared by executive order of the Mayor.

State of Emergency Compensation:

During a Declared Local State of Emergency, the City Manager shall designate which departments and employees are tasked with performance of emergency-related work eligible for compensation under this section.

~~-Exempt employees that are not eligible for overtime and are required to perform emergency-related work will~~ **receive compensation at a rate of time and one-half the employee's rate of pay for actual hours worked during the "declared state of emergency" at such time as the exempt employee has logged 50 hours of actual work related to the declared emergency in that workweek.** ~~above 40 hours in a given week. This time should be taken within a reasonable period after accrued as long as the request to use the accrued time will not unduly disrupt the operations of the division in providing levels of service of an acceptable quality and quantity.~~

-Non-exempt employees who are eligible for overtime and are required to perform emergency-related work will receive time and one-half for actual hours worked during the “declared state of emergency” irrespective of whether or not the employee’s overtime threshold has been met. Once an employee’s overtime threshold has been met during a “declared state of local emergency”, compensation will be paid for actual hours worked at time and one-half the employee’s rate of pay (equivalent to 1.50 times the normal non-overtime wage).

-Exempt or non-exempt employees excused by the City Manager from responding to work will receive their normal pay.

-Employees on leave remain on leave until their return and will be charged leave time accordingly.

During a Declared Local State of Emergency, overtime reports must state how many overtime hours are associated with the declared emergency. Additionally, information should be included in the overtime reports that identify whether it was pre-emergency or post-emergency work. You may have additional hours that will be reported that are not associated with the Declared Local State of Emergency. Each department should retain copies of payroll records and overtime reports generated during a declared emergency until such time as you will be requested to provide these records to the appropriate office.

REGULAR ITEM

3



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Fire Chief Larry Couch

2. MEETING DATE:

04/25/2019

3. REQUESTED MOTION/ACTION:

Requesting Purchase of services to provide NFPA 1582 Firefighter Physicals

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 Fire Rescue Department is requesting the purchase of multi year contract services to perform annual National Fire Protection Association (NFPA) physicals for the City's firefighters in accordance with NFPA Standard 1582. These annual physicals are mandated for firefighters in reducing the risks of cancers and other job related illnesses as we are considered "High Risk", and is part of the departments wellness plan. The department attempted to receive three quotes but only two quotes were received;

1. Lifescan @ \$395.00 per person for 2019, 2020 (48 X \$395.00= \$18,960.00);
@ \$414.00 per person for 2021 (48 X \$414.00= \$19,872.00)
2. SiteMed @ \$380.00 per person (48 X \$380.00= \$18,240.00 plus \$6,725.00 for a total of \$24,965.00)

These are annual costs.

The department requests that Lifescan be chosen, as they are the lowest bid for the complete testing and we had great results with them previously. If chosen, we will be able to coordinate with Panama City Fire Department to have the testing completed in June and July 2019 with their department as they are using the same company.

RESOLUTION 19-86

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH,
FLORIDA APPROVING A MULTI-YEAR AGREEMENT WITH
LIFESCAN WELLNESS CENTERS, RELATED TO
FIREFIGHTER PHYSICAL ASSESSMENTS.**

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain three-year Agreement between the City and Life Scan Wellness Centers, relating to firefighter physicals and medical assessments, at the rates set forth in Exhibit A 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

AGENDA ITEM # 3

Resolution 19-86

Life Scan Wellness Centers 2019			
Price Quote: Panama City, Fl			
April 17, 2019			
	2019	2020	2021
<i>LIFE SCAN FIREFIGHTER PHYSICAL:</i>			
<i>Physical Exam (NFPA 1582 compliant)</i>			
Vision Exam (Titmus)	included	included	included
Occupational Hearing Exam	included	included	included
Skin cancer assessment	included	included	included
Personal Consultation with review of testing results	included	included	included
<i>Cardio~Pulmonary Assessment</i>			
Echocardiogram (Heart Ultrasound)	included	included	included
Resting EKG	included	included	included
Treadmill Stress Test with EKG	included	included	included
Carotid Arteries Ultrasound	included	included	included
Aortic Aneurysm Ultrasound	included	included	included
Pulmonary Function Test	included	included	included
<i>Cancer and Disease Assessment</i>			
Thyroid Ultrasound	included	included	included
Liver, Pancreas, Gall Bladder, Spleen, & Kidney Ultrasounds	included	included	included
Bladder Ultrasound	included	included	included
Pelvic Ultrasound for Women (external)	included	included	included
Testicular Ultrasound for Men	included	included	included
<i>Blood and Laboratory Tests</i>			
Hemoccult Test	included	included	included
Urinalysis	included	included	included
Lipid Panel	included	included	included
Diabetes Tests (Hemoglobin A1C and Glucose)	included	included	included
Complete Blood Count	included	included	included
Comprehensive Metabolic Panel	included	included	included
TSH (Thyroid Blood Test)	included	included	included
PSA (men)	included	included	included
Testosterone	included	included	included
CA-125 (women)	included	included	included
<i>Fitness Evaluation (NFPA 1583 ~WFI Guidelines)</i>			
Muscular Strength and Endurance Evaluation	included	included	included
Aerobic Endurance Evaluation (VO2 Max Calc)	included	included	included
Flexibility Evaluation	included	included	included
Nutrition and Diet Recommendations	included	included	included
Personal Fitness Recommendations	included	included	included
<i>Medical Clearances</i>			
OSHA Respirator Medical Clearance	included	included	included
Firefighter Medical Clearance NFPA 1582 as needed	included	included	included
TOTAL	\$395.00	\$395.00	\$414.00

Life Scan Wellness Centers 2019 Panama City, FL Additional Tests Available	2019	2020	2021
Chest X-Ray with Radiologist review	\$65.00	\$65.00	\$68.00
Lumbar X-Ray with Radiologist review	\$65.00	\$65.00	\$68.00
Urine Drug Screen, 10 Panel, I-Cup in office	\$35.00	\$35.00	\$37.00
Drug Rescreen with confirmation	\$45.00	\$45.00	\$47.00
Medical Review Officer (MRO) as indicated/Secondary Review	\$100.00	\$100.00	\$105.00
QuantiFeron TB Blood Test	\$65.00	\$65.00	\$68.00
PPD TB Skin Test	\$10.00	\$10.00	\$11.00
Hepatitis A Screening Test	\$55.00	\$55.00	\$58.00
Hepatitis B Screening Test	\$55.00	\$55.00	\$58.00
Hepatitis C Screening Test	\$55.00	\$55.00	\$58.00
Hepatitis A Titer (test for immunity)	\$25.00	\$25.00	\$27.00
Hepatitis B Titer (test for immunity)	\$25.00	\$25.00	\$27.00
HIV Screening Test	\$30.00	\$30.00	\$31.00
Testosterone Blood Test	\$21.00	\$21.00	\$22.00
OSHA Respirator Mask Fit Testing (Portacount)	\$30.00	\$30.00	\$31.00
Heavy Metals (Hazmat)	\$63.50	\$63.50	\$66.15
Cholinesterase (Hazmat)	\$63.50	\$63.50	\$66.15

Minimum number 45 physicals at 9 per day
Can include area fire and police departments. Pricing
will be extended to all area departments.
Pricing spreadsheet includes annual Medical Price Index
not to exceed 5%. Pricing is effective through FY 2019

REGULAR ITEM

4



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION/LEGAL

2. MEETING DATE:
APRIL 25, 2019

3. REQUESTED MOTION/ACTION:
DIRECT STAFF ON PREPARATION OF LDC AMENDMENT CONCERNING ADDITIONAL HEIGHT IN FBO-1

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

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

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
AT ITS REGULAR MEETING ON APRIL 10, 2019, THE PLANNING BOARD CONSIDERED AND ULTIMATELY VOTED TO RECOMMEND AN LDC AMENDMENT THAT WOULD PERMIT THE MAXIMUM HEIGHT IN FBO-1 TO BE INCREASED 3 FEET (FOR A MAXIMUM OF 38') ON THE CONDITION THAT THE HEIGHT INCREASE WAS UTILIZED TO PERMIT OPEN (NOT FULLY ENCLOSED) GROUND FLOOR PARKING OF VEHICLES UNDER THE STRUCTURE. THEY FOUND THE OPEN PARKING TO BE AN ESSENTIAL CONDITION TO PREVENT THE LATER CONVERSION OF PARKING AREA INTO A GAME ROOM OR OTHER HABITABLE SPACE CONTRARY TO THE PURPOSE FOR WHICH THE PLANNING BOARD INTENDED THE 3 ADDITIONAL FEET TO BE UTILIZED.

GIVEN THE COUNCIL'S RECENT POLICY DECISIONS TO REMOVE AVENUES THAT INCREASE THE MAXIMUM BUILDING HEIGHTS IN THE CITY, STAFF REQUESTS COUNCIL'S DISCUSSION OF THE PLANNING BOARD RECOMMENDATION SO THAT WE CAN HAVE A CLEAR IDEA ON HOW THE COUNCIL WOULD LIKE TO PROCEED OR NOT ON THIS MATTER.