

RESOLUTION NO. 22-118

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH GOODWYN MILLS CAWOOD, LLC, RELATED TO FRANK BROWN PARK AND AARON BESSANT PARK MASTER PLANNING IN THE BASIC AMOUNT OF \$109,600.00; AND APPROVING A BUDGET AMENDMENT TO REFLECT THE RECEIPT AND EXPENDITURE OF FUNDS.

BE IT RESOLVED that:

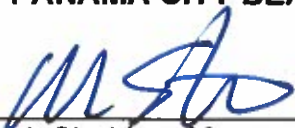
1. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Professional Services Agreement as a task order to the Master Services Agreement between the City and Goodwyn, Mills, Cawood, LLC, relating to Frank Brown Park and Aaron Bessant Park master planning, in the basic amount of One Hundred Nine Thousand, Six Hundred Dollars (\$109,600.00), in substantially the terms and conditions of the Agreement **attached** as Exhibit A and presented to the Council today, draft dated February 28 2022, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

2. The following budget amendment #24 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2021, and ending September 30, 2022, as shown in and in accordance with the **attached** and incorporated Exhibit B, to reflect the receipt of Coronavirus State and Local Fiscal Recovery Funds from American Rescue Plan Act funds and the expenditure of a portion of these funds.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 24th day of March, 2022.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk



PROFESSIONAL SERVICES AGREEMENT

PANAMA CITY BEACH PARK MASTER PLANNING

February 28, 2022

I. Project Description

GMC will provide master planning and “visioning” services along with stormwater infrastructure assessments for the areas of Frank Brown and Aaron Bessant Park, Panama City Beach, FL to include schematic master planning and City Leader, Staff, and key stakeholder engagement efforts for The City of Panama City Beach, FL; described here after as “the client(s)”.

A. General Project Understanding:

GMC will be performing Master Planning services for the referenced project including schematic site planning, program development, and infrastructure assessments to determine the overall organization, “vision”, potential cost, and implementation strategy of ±300 acres of land generally described as Frank Brown and Aaron Bessant Park; referred here after as ‘the site’.

Note: The following proposal attempts to outline the best process for meeting the needs of the client. Based on initial meeting with client it is anticipated that this project will be iterative in nature. In the event additional site studies may be needed from GMC will negotiate a lump sum fee for added services, OR the client may choose to operate on an hourly basis.

B. Basic Services:

1) Task 1: Master Planning and Program Development

- a) GMC will use any provided survey, publicly available GIS Data, and client provided data, to develop a working base map and facilitate one (1) virtual/in-person kick-off working session with the client. The kickoff meeting will help to refine and better define possible needs, wants, and desires for the project; and other potential program needed for the site.
- b) Using the information gathered at least two (2) initial Schematic Plans / Sketch Site Development Diagrams with supporting imagery will be developed to create a working framework for a refined master plan concept.
 - The diagrammatic plans will develop concepts for site access, potential parking solutions, and incorporate potential program features from the client listed in the attachments from 3 Feb 2022 meeting. The plans will be presented to the client. GMC will receive comment on the initial plans, concepts, and/or imagery from client.
- c) Utilizing client feedback and being informed by the Storm Water Infrastructure Assessment (refer to Task 2) one (1) overall Final Schematic Master Plan will be developed to convey development program and design intent and the potential park land development summary. The plan will be presented to the client. Client will provide any final feedback prior to completing a final site plan rendering.
- d) Utilizing client feedback, the initial sketch plan will be developed into one (1) final refined site plan rendering and provided to the client to be

accompanied by one (1) final detailed opinion of probable cost as final master planning deliverable to complete the project.

- e) For the purposes of concept visualization GMC will provide or develop supporting imagery to assist in illustrating the vision/concepts of the master plan. These will be provided as up to three (3): images, sections, perspective image, and/or models as part of the process depending on complexity of the design concept being addressed.

Note: (2) two in-person and up to (2) two virtual meetings are anticipated as part of this Task including up to (3) in person meetings with staff, council persons, and other city leaders, including (1) site visit for the consultant team.

2) Task 2: Storm Water Infrastructure Assessment

- a) Survey – GMC will perform a survey of the existing drainage infrastructure. We will locate inlets, pipes, outfall structures, and other necessary features. We will measure pipe sizes and invert elevations. This information will be combined with client provided information will be combined with client provided information such as original design plans and GIS to create a base drawing for the evaluation of the drainage system.
- b) Engineering Assessment – GMC will use the survey base drawing to create a stormwater engineering model. The hydrologic portion of this assessment will be accompanied by quantifying the 10-year, 25-year and 100-year storm events. We will make recommendations regarding new structures or improvements to existing structures.

II. Excluded and Additional Services

The following are tasks that are considered excluded. Some items may be provided as additional services; if agreed to in advance by Client and GMC. All items requested which are not specifically outlined in the scope above will be considered additional, including but not limited to:

- All Surveying (except as outlined above)
- Illustrative Perspectives, Modeling, or 3D Renderings (beyond those outlined above)
- Community / Public Engagement
- Construction Design, Documents, Permitting, and Bidding Services
- Changes to Plans after completion of Task 1.c
- Meetings beyond those outlined above

III. Compensation

Basic & Special Services Fees:

We propose performing the work illustrated above under the “Basic Services” sections in accordance with the following schedule. GMC calculates services in one of these manners:

- Percentage of Construction (%C) fees which are calculated as a fee percentage times the Construction Cost.
- Lump Sum (LS) fees are fixed fees.

- Hourly (H) fees are calculated hourly based on the number of hours charged to the project times the hourly rate for that employee. Hourly Not To Exceed (HNTE) are hourly rates with a pre-determined limit and scope.
- Unit Price (EA) fees for unit-based services are invoiced on a per-unit basis.
- Allowances (Allow) are occasionally included for anticipated work that is not yet quantifiable

PHASE	TYPE	FEE ALLOCATION
Basic Services:		
(Task 1) Master Planning and Program Development		
Basic Services	LS	\$85,500
(Task 2) Storm Water Infrastructure Assessment		
Basic Services	LS	\$24,100
Total Basic Service Fees		\$109,600

Additional Services Calculations:

Additional services are services outside of the scope noted herein services that were not anticipated at the writing of this agreement, special services requested by the Owner, or those listed in the attached Terms and Conditions. In the event that additional services are necessary or desired, GMC will notify the client in writing of the additional services. GMC will not proceed with any additional services until notified in writing by client to proceed. Unless negotiated to the contrary, Additional Services shall be calculated as follows:

- GMC In-house design/administration: Per hourly rate schedule absent a pre-determined LS
- Additional Design Consultants: 1.1 times the invoice amount submitted to GMC

Reimbursable Expenses

Reimbursable Expenses are project related expenses that accrue over the course of the project. The following expenses are reimbursable, and will be invoiced monthly as incurred at 1.2 times GMC cost:

- All printing/mounting and material costs including drawings for presentations, meetings, contractor pricing, permitting, and discussion purposes.
- All travel expenses, lodging, and meals directly associated with the project and incurred by GMC employees will be considered a reimbursable expense.
- Automobile travel associated with the project and incurred by GMC employees will be invoiced at \$0.58/ mile, or standard GSA mileage rates; whichever is higher.
- Professional photography of existing conditions or during construction.
- Professional renderings or models requested by the Owner (unless outlined as part of basic services).
- The reimbursable expenses of GMC consultants are owner reimbursable expenses. Consultant reimbursable expenses include, but are not limited to, travel expenses, plot costs for drawings transmitted to the architect, mileage, lodging, out-of-town meals and similar project related charges.

Hourly Rate Schedule

Where projects are performed on an hourly rate basis, work performed by GMC employees shall be invoiced in accordance with the GMC hourly rate schedule. Work performed by consultants on an hourly rate basis shall be invoiced at the cost to Goodwyn Mills and Cawood, based on the hourly rate schedule of said consulting firm. GMC Hourly Rate Schedule is considered part of this contract, updated annually in July, and available upon request.


Payment Terms

Professional services will be invoiced monthly in accordance with the status. Payment is due 30 days from the invoice date, and is consider past-due thereafter. Past-due invoices will accrue interest at a rate of one percent (1%) per month.

IV. General Considerations:

- GMC will maintain insurance for professional, contractual and general liability in accordance with the owners' reasonable requirements.
- The GMC Rate Schedule and Terms and Conditions are considered part of this proposal for Professional Services and can be provided upon request.
- GMC will staff the assignment with experienced personnel and make GMC best effort to comply with schedule requirements.
- Client will provide design direction and feedback, as outlined, in a timely manner to comply with schedule expectations, or client will be prepared to modify schedule and deliverable expectations due to client delays.
- GMC reserves the right to renegotiate fee and scope proposals and/or schedule expectations not executed within 180 days of submission to the client.

Submitted by:



Scott A. Hutchinson, P.E.
Vice-President, Engineering
720 Bayfront Parkway
Suite 200
Pensacola, FL 32502
251.680.2555

March 1, 2022
Date

(ATTACHMENTS FOLLOW)

COUNCIL PRIORITIES FOR FRANK BROWN PARK

We asked each of the Council to send us their priorities for Frank Brown Park as to what amenities and features they would like to see in the future as we look at a master plan for the facility. To date, we have received responses from five out of the five members which are summarized below. The most points which could be received was five if a feature was listed by all five Council members. The greater the point value the more Council members that mentioned a feature. Below is a list from highest to lowest based upon Council responses:

- 3 Pickleball courts one mentioned with sun protection *
- 3 Skatepark
- 2 BMX park one mentioned partner with TDC
- 2 New community center one mentioned at front of park
- 2 Larger/more bathrooms and improvements to event fields
- 2 Expand dog park around lake / wet play area for dogs
- Baseball throw down fields for neighborhood kids
- Basketball courts
- Convert ~~conservation~~ property to expand BP footprint
- Develop front clay area into activity area
- Ice hockey rink ?
- Additional tennis courts ✓
- Football facility
- Lake improvements - small pier, stocking of fish, kid friendly ?
- ~~More features to add on fields.~~

FROM CLIENT, STEPS 2022

17871614141 2/3/22



Parks and Recreation Master Plan

Thursday February 3, 2022

Master Plan – Items to be considered for future planning:

- a Entrance into facility
- b Paid Parking
- c New Community Center Building – attach to the aquatic center
- d New Parks Shop
- e Are we keeping the Festival site or is it going away?
- f Red Clay Parking Lot – Depending on entrance Parking is priority
- g Indoor Pool?
- h Remove t-ball field ?
- i Need 4 more tennis courts
- j Need 8 basketball courts
- k Need 8 pickleball courts inside or outside???
- l If festival site goes away – add baseball fields
- m Does Frank Brown Park eventually connect with Philip Griffitts Sr Parkway in back
- n Restrooms and additional shade pavilions
- o Kids Fishing Pond – dock improvements Dog jumping area
- p Other



**2022
Standard Rate and Fee Schedule**

Standard Hourly Rates

Principal (Architect/ Engineer/ Interior Designer/ Scientist)	\$ 250.00
Executive VP/ Senior VP	\$ 225.00
Vice President	\$ 200.00
Senior Professional (Architect, Engineer, Interior Design, Scientist, Project Manager)	\$ 200.00
Professional II (Architect, Engineer, Interior Design, Scientist, Project Manager)	\$ 175.00
Professional I (Architect, Engineer, Interior Design, Scientist, Project Manager)	\$ 150.00
Intern II (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 130.00
Intern I (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 110.00
Technical III (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Field Tech., Inspector)	\$ 140.00
Technical II (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Field Tech., Inspector)	\$ 110.00
Technical I (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Field Tech., Inspector)	\$ 80.00
Executive Administrative Assistant	\$ 80.00
Administrative Assistant II	\$ 70.00
Administrative Assistant I	\$ 60.00
Surveying:	
Professional Land Surveyor	\$ 170.00
Field Crew Supervisor	\$ 150.00
Survey Crew (two-man survey crew)	\$ 150.00
Survey Crew (three-man survey crew)	\$ 185.00
Survey Crew (four-man survey crew)	\$ 215.00

Reimbursable Expenses

Travel Expenses	
Vehicle Transport	\$0.585 per mile
Travel/ Meals/ Lodging	Cost plus twenty percent
Sub-Consultant/ Sub-Contractors	Cost plus twenty percent
Sub-Consultant/Sub-Contractors reimbursable expenses	Cost plus twenty percent
Printing & Shipping	
Out of house reprographic services	Cost plus twenty percent
In-House B&W reprographic services (small format)	\$0.09/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House Color reprographic services (small format)	\$0.09/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House B&W reprographic services (large format)	\$0.15/ sf
In-House Color reprographic services (large format)	\$0.20/ sf
GPS equipment	\$250.00 per day

1.0 Right Of Entry

Client will arrange and provide such right of entry to the site as is necessary for GMC to perform the work. It is understood by Client that in the normal course of work, some damage may occur. GMC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, GMC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires GMC to restore the site to its former condition, upon written request GMC will perform such additional work as is necessary to do so and Client agrees to pay to GMC for the cost.

2.0 Client's Duty To Notify Goodwyn Mills Cawood, LLC

Client represents and warrants that it has advised GMC of any known or suspected hazardous materials, utility lines and pollutants at any site at which GMC is to do work hereunder, and unless GMC has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save GMC harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to GMC's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to GMC by Client.

3.0 Hazardous Materials

Nothing contained within this Agreement shall be construed or interpreted as requiring GMC to assume the status of an owner, operator, generator, storer, transporter, treator or disposal facility as those terms appear within RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

4.0 Tests and Inspections

Client shall cause all tests and inspections of the site, materials and work performed by GMC or others to be timely and properly performed in accordance with the plans, specifications and contract documents and GMC's recommendations. Client agrees to indemnify, defend and hold GMC, its officers, employees, and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or GMC's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of GMC, its officers, agents or employees, subject to the limitation contained in paragraph titled "Limitation of Liability".

5.0 Sample Disposal

Unless otherwise agreed to in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after GMC's report delivery, unless a written request has been submitted by the Client stating otherwise.

6.0 Site Events

If such are within GMC's scope of work, Client agrees that GMC will not be expected to make exhaustive or continuous onsite inspections but that periodic observations appropriate to the construction stage, or at the Client's request, shall be performed. It is further agreed that GMC will not assume responsibility for the contractor's means, method, techniques, sequences, or procedures of construction, and it is understood that field services provided by GMC will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control" may be conveniently used to mean periodic observation of the work and the conduction of tests by GMC to verify substantial compliance with the plans, specifications, and design concepts. Continuous "inspection" by our employees does not mean that GMC is observing placement of all materials. Full-time inspection means that an employee of GMC has been assigned for eight-hour days during regular business hours.

7.0 Unusual or Concealed Physical Conditions

In the event GMC encounters concealed or unknown conditions of an unusual nature, differing materially from those ordinarily encountered in similar work, the Client agrees the GMC's scope of services, times of performance, and compensation shall be equitably adjusted.

8.0 Jobsite Safety

GMC shall not at any time supervise, direct, or have control over contractor's work, nor shall GMC have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by contractor, for security or safety at the Site, for safety precautions and programs incident to the contractor's work in progress, nor for any failure of contractor to comply with Laws and Regulations applicable to contractor's furnishing and performing the work.

9.0 Construction Services

If, under this Agreement, professional services are provided during the construction phase of the project, Goodwyn Mills Cawood, LLC shall not be responsible for or have control over means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the work. Nor shall Goodwyn Mills Cawood, LLC be responsible for the contractor's failure to carry out the work in accordance with the contract documents or for contractor's failure to comply with applicable laws, ordinances, rules or regulations.

10.0 Changes

Client may request changes in the Scope of Services of the Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of GMC's compensation, which are mutually agreed upon by and between Client and GMC shall be incorporated into this Agreement by written amendment. Any changes made to the construction documents by Client, or Client's representatives, are strictly prohibited without the knowledge and written consent of GMC. GMC shall be released from any liability resulting from damages, injuries, and or death resulting from the unauthorized alteration of construction documents. Changes requested by Client shall be considered Additional Services and billed in accordance with GMC's Standard hourly rates.

11.0 Additional Services Not Requiring Owner's Written Authorization

When necessary GMC will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, GMC need not request or obtain specific advance written authorization from Client. GMC shall cease performing or furnishing such Additional Services upon receipt of written notice from Client. Additional services shall be compensated in accordance with the hourly rates presented in attached Exhibit, or by a lump sum fee if requested by the Client.

- A. Services in connection with work change directives and change orders to reflect changes requested by Client.
- B. Services in making revisions to drawings and specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the construction contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the construction contract.
- C. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
- D. Additional or extended services during construction made necessary by (1) emergencies, governmental actions, or acts of God endangering or altering the work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, (6) default by contractor or (7) widespread infectious disease outbreaks (including but not limited to epidemics or pandemics).
- E. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the work by Client prior to Substantial Completion.
- F. Evaluating an unreasonable claim or an excessive number of claims submitted by contractor or others in connection with the work.
- G. Services during the construction phase rendered after the original date for completion of the work.

- H. Reviewing a shop drawing more than three times, as a result of repeated inadequate submissions by contractor.
- I. While at the Site, compliance by GMC and its staff with those terms of Client's or contractor's safety program provided to GMC subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

12.0 Billings and Payments

GMC shall invoice for services either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. Should GMC's compensation be based on a percentage of total construction cost, no deductions shall be made from GMC's compensation on the account of penalty, liquidated damages, or other sums withheld from payment to contractors. Accounts unpaid after the 31st day of the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance, at the sole election of GMC. Client shall pay all costs of collection, including reasonable attorney's fees, in the event any or all of an account remains unpaid 90 days after billing. If an invoice remains unpaid ninety days (90) after the date of the invoice, Goodwyn Mills Cawood, LLC may, upon giving seven (7) days written notice of its intent to do so, suspend all Services on the Client's project. This suspension shall remain in effect until all unpaid invoices are paid in full. If an invoice remains unpaid one hundred and twenty days (120) after the date of the invoice, Goodwyn Mills Cawood, LLC may, upon giving seven (7) days written notice of its intent to do so, terminate this Agreement and pursue its remedies for collection.

13.0 Termination of Services

This Agreement may be terminated by Client or GMC should the other fail to perform its obligation hereunder. In the event of termination, the Client shall pay GMC for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses. Client shall have the right to terminate this Agreement by giving written notice to GMC of such termination and specifying the effective date thereof, at least seven days before the effective date of such termination.

14.0 Insurance

GMC shall secure and maintain such insurance as will protect it from claims of bodily injury, death or property damage which may arise from the performance of services under this Agreement.

15.0 Limitation of Liability

Limitations on liability and indemnities in this Agreement are business understandings between the parties voluntarily and knowingly entered into and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence) strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that Client will not seek damages in excess of the limitations indirectly through suits with other parties who may join GMC as a third party defendant. Parties mean Client and GMC and their officers, employees, agents, affiliates, and subcontractors. Both Client and GMC agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this Agreement. For each Project, the liability of GMC, its employees, agents, and subcontractors, for claims of loss, injury, death, damage or expense, including third party claims, shall not exceed the total sum of the proceeds available from the Engineer's liability insurance, for any claims arising out of GMC's negligence.

16.0 Allocation of Risks – Indemnification

To the fullest extent permitted by law, GMC shall indemnify and hold harmless Client, Client's officers, director, partners, employees and agents from and against any and all claims, costs, losses and damage (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of GMC or GMC's officers, directors, partners, employees, agents and GMC's services under this Agreement, the indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by Client and GMC in "Allocation of Risks", if any. To the fullest extent permitted by law, Client shall indemnify and hold harmless GMC, GMC's officers, directors, partners, employees, agents and GMC's Consultants from any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by Client, Client's officers, directors, partners, employees, agents and Client's consultants with respect to this Agreement or the Project. If the Client requests drawings furnished by electronic media, the Client shall sign an agreement specifically excluding GMC's liability from any use of such electronic data.

17.0 Standard of Care

The standard of care for all professional engineering and related services performed or furnished by GMC under this Agreement will be the care and skill ordinarily used by members of GMC's professional practicing under similar conditions at the same time and in the same locality. GMC makes no warranties, express or implied, under this Agreement or otherwise, in connection with GMC's service. This Agreement is based on applicable, standards, and requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Client's responsibilities or to GMC's scope of services, times or performance, and compensation.

18.0 Dispute Resolution

Client and GMC agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement or breach thereof to mediation unless the parties mutually agree otherwise. Within fifteen (15) days of receipt by one party of notice of a dispute and demand for mediation from the other party, the parties shall jointly select a mediator and shall conduct mediation within (30) days of receipt by one party of notice of a dispute and demand for mediation from the other party. The cost of mediation shall be paid equally by both parties. In the event a mediator is not selected within the fifteen (15) days period or if mediation has not occurred within said thirty (30) day period (or at such time as agreed to in writing by the parties), then the parties shall mediate such dispute in accordance with the Commercial Arbitration Rules and Mediation of the American Arbitration Association. The Client and the GMC further agree to require a similar mediation provision in all agreements with independent contractors and consultants, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

19.0 Ownership of Documents

All documents including, but not limited to, drawings, specifications, laboratory test data, reports, field notes, calculations, and estimates prepared by our firm as instruments of service pursuant to this Agreement shall be the sole property of GMC. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever. Client further agrees that under no circumstances shall any document produced by GMC, pursuant to this Agreement, be used at any location for any Project not expressly provided for in this Agreement without written permission from GMC. At the request and expense of Client, GMC will provide Client with copies of documents created in the performance of this work for a period not exceeding five years following submission of the documents contemplated by this Agreement.

20.0 Governing Law

The validity, interpretation, and performance of this Agreement shall be governed by the law of the State in which the GMC office, identified on the Proposal for this Project, is located. In addition, GMC and Client agree to submit to the personal and exclusive jurisdiction and venue of said State with respect to any claims which may arise under this Agreement. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

21.0 Replacement of Consultant

If GMC for any reason is not allowed to complete all the services called for by this Agreement, GMC shall not be held responsible for the accuracy, completeness or constructability of the project documents prepared by GMC if used, changed or completed by the Client or by another party. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless GMC, its officers, directors, employees and subconsultants from any damages, liabilities or costs, including reasonable attorney's fees arising from such use, change or completion by any other party of any project documents prepared by GMC.

22.0 Expert Witness Services

It is understood and agreed that Goodwyn Mills Cawood, LLC services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a Professional Services Agreement Addendum may be negotiated between the Client and Goodwyn Mills Cawood, LLC describing the services desired and providing a basis for compensation to Goodwyn Mills Cawood, LLC.

23.0 Cost Estimates

GMC's opinions of probable construction or operating costs are to be made on the basis of GMC's experience and qualifications and represent GMC's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since GMC has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, GMC cannot and does not guarantee that proposals, bids, actual construction cost, or operating costs will not vary from opinions of probable construction cost prepared by GMC. If Client wishes greater assurance as to probable construction cost, Client shall employ an independent cost estimator.

24.0 Hold Harmless

The Client will hold harmless and indemnify Goodwyn Mills Cawood, LLC for any design changes, construction changes, delays, or damages resulting from the use of a topographic survey or other information prepared by others and provided by the Client.

25.0 Certification Letter

GMC will not provide a certification letter(s) for site plans designed by GMC without verifying, at a minimum and not limited to the following: finished floor elevations, storm sewer pipe sizes and invert elevations, sanitary sewer pipe sizes and invert elevations, water line pipe sizes, detention and outfall structure dimensions and elevations, curb and asphalt elevations. Unless specifically detailed in the Scope of work for this contract, the fees for these services are considered separate from and in addition to all other services and will be paid for by Client as a negotiated lump sum fee or hourly per GMC's Standard Rate Schedule.

26.0 Assignment

Neither the Client nor Goodwyn Mills Cawood, LLC will assign or transfer its interest in this Agreement without the written consent of the other. Goodwyn Mills Cawood, LLC however, does reserve the right to subcontract any portion of the Services.

27.0 Entirety of Agreement

This Agreement embodies the entire Agreement and understanding between the parties, their successors and assigns hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto. The laws of the State of Alabama shall govern this Agreement unless specifically stated otherwise. This Agreement includes this document.

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

BA# 24

	LEDGER ACCOUNT	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	AMENDED BUDGET
TO	001-0000-389.90-70	Cash Carry Forward Restricted	(4,116,635.00)	(3,151,120.00)	(7,267,755.00)
TO	001-8100-999.95-00	Restricted Reserves	4,205,357.00	3,151,120.00	7,356,477.00
TO	001-7201-572.31-60	Professional Other	2,000.00	109,600.00	111,600.00
FROM	001-8100-999.95-00	Restricted Reserves	7,356,477.00	(109,600.00)	7,246,877.00
		Check Adjustment Totals:	7,447,199.00	0.00	7,447,199.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To reflect the receipt of the first half of the American Rescue Plan funds received late in FY 2021 after the budget was completed To appropriate a portion of the American Rescue Plan funds for master planning professional services for Frank Brown Park and Aaron Bessant Park

FINANCE REVIEW: _____
RESOLUTION #: _____
DATE: _____