

**CONTINUING ENGINEERING SERVICES  
for GENERAL WATER, SEWER AND RECLAIMED UTILITY FACILITIES**

**CITY OF PANAMA CITY BEACH  
NOTICE OF REQUEST FOR QUALIFICATIONS**

The City of Panama City Beach (the City), under the provisions of Section 287.055, Florida Statutes (the Consultant's Competitive Negotiation Act), hereby gives notice that a Request for Statements of Qualifications for professional services is invited from qualified engineering firms or teams to provide continuing engineering services on a wide variety of general water, wastewater and reclaimed water projects, on an as-needed basis. Statements of Qualification (SOQ) will be received by the Utilities Department administrative office located at 116 South Arnold Road, Panama City Beach, FL 32413 until 2:00 PM (CST) on June 27, 2018. Submittals will be publicly opened and receipt acknowledged immediately thereafter. The qualifications and other information should be submitted in strict compliance with the directives provided in the RFQ. City is under no obligation; either express or implied, to reimburse responding firms for any expenses associated with preparation and submittal of the Statement of Qualifications in response to this request.

Statements of Qualification (SOQ) shall be submitted in a sealed envelope or box, plainly marked with respondent's name, address, date, time of SOQ deadline and clearly marked **Statement of Qualifications for Continuing Engineering Services – General Water, Sewer and Reclaimed Utilities**.

A single Firm may only participate in one Team. If the respondent proposes a joint venture, or to use outside professional services for any of the discipline areas, all such information shall be included in the SOQ package. Eight (8) printed, bound copies and one digital (PDF) copy shall be submitted.

The City envisions entering into a non-exclusive Continuing Master Services Agreement for Services with the successful Firm or Team, with specific task authorizations for each proposed project or task being negotiated and approved by the City on an as-needed basis. One (1) contract for services is planned to be awarded as a result of this solicitation. The City has previously entered a Continuing Master Services Agreement with Dewberry Engineering involving the same scope of work defined herein, and the City anticipates issuing individual task orders on a rotational basis between the existing and new firm or team. The City anticipates the Agreement will have an initial duration of four (4) years with an option to extend for not more than two (2) additional two (2) year terms. The City is under no obligation, either express or implied, to contract for design or construction of any particular project, whether named in this solicitation or not.

RFQ documents are available at the Utilities Department administrative offices located at 116 South Arnold Road, Panama City Beach, FL 32413, and may be examined or obtained at this address on or after June 7, 2018. Inquiries regarding this RFQ should be directed to Albert E. Shortt, PE, Utilities Director, email [ashortt@pcbqov.com](mailto:ashortt@pcbqov.com).

The City reserves the right to accept or reject any and all SOQs in whole or in part, to waive informalities in the RFQ documents, to obtain new SOQs, or to postpone the opening of SOQs,



## **INSTRUCTIONS FOR PROSPECTIVE FIRMS**

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### **General:**

It is the intention of this Request for Qualifications (RFQ) to find an experienced and qualified Firm, or Team consisting of more than one Firm providing support services to the lead Firm, capable of providing various professional utility engineering services related to the City of Panama City Beach's water, wastewater and reclaimed water systems and facilities on a continuing basis during the term of the Agreement (sometimes referred to collectively as the "Systems"). Hereinafter, the term "Firm" may represent either a singular Firm, or a Team if the respondent represents multiple Firms.

The City will negotiate a Continuing Master Services Agreement with an initial duration of four (4) years with an option to extend for not more than two (2) additional two (2) year terms with the successful Firm or Team(s), with specific task authorizations being negotiated and approved by the City on an as-needed basis. As required by law, the Continuing Master Service Contract shall be subject to termination by the City at any time at will and without cause, except that the terminated Firm shall either be permitted to finish any task order in progress at the time of termination or be equitably compensated for work performed for work performed prior to termination. All work shall belong to the City.

RFQ documents are on file at the Utilities Department, 116 South Arnold Road, Panama City Beach, FL 32413. They may be examined at the above address or digital copies will be provided to prospective Firms on or after June 7, 2018 for no fee.

SOQs shall be submitted in a sealed envelope or box, plainly marked with Firm's name, address, date, and time of SOQ opening and "**Statement of Qualifications for Continuing Engineering Services – General Water, Sewer and Reclaimed Utilities**".

The OWNER may waive any informalities or minor defects or reject any and all STATEMENTS OF QUALIFICATION. Any SOQ may be withdrawn prior to the SOQ opening. Any SOQ received after the time and date specified shall not be considered. No prospective Firm may withdraw a SOQ within 90 days after the actual date of the opening. Should there be reasons why the firm cannot be selected within the specified period; and a contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the prospective Firm.

A DRAFT copy of the proposed Continuing Master Services Agreement is attached for respondent's information. No substantive changes are anticipated. Any objections to terms and conditions in the draft agreement shall be clearly noted in the respondents SOQ.

### **Addenda:**

Prospective firms shall direct any questions or SOQ defectives to Albert E. Shortt, PE, Utilities Director, email [ashortt@pcb.gov](mailto:ashortt@pcb.gov). All questions and defectives shall be submitted at least ten (10) calendar days prior to the submittal date. If the City believes a response will be helpful, the City will issue a written summary of the question or suggested defect and answers as an addendum to this Request for Qualifications.

**Non-Responsive Firms:**

Firms found to be non-responsive shall not be considered. SOQs may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A SOQ may be found to be non-responsive by reasons, including but not limited to, failure to utilize or complete prescribed forms, incomplete SOQs, indefinite or ambiguous SOQs, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of SOQs include evidence of collusion among firms, obvious lack of experience or expertise to perform the required work, submission of more than one SOQ for the same work from an individual, firm or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts or employment of unauthorized aliens in violation of Section 274A(e) of the Immigration and Nationalization Act.

SOQs will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

**Engineering Firm Certifications:**

All Firms, to include sub-consultants (architectural, electrical, etc.), shall have the following certifications and qualifications. The City currently has two geotechnical and two surveying firms under continuing contract and anticipates the successful Firm will use those firms as needed when preparing future scope of services.

1. **Local business license, if applicable**
2. **Florida architectural/engineering license as applicable**
3. **Individual Florida professional license**

**Statement of Qualification Submittal Requirements:**

The SOQ must include sufficient information to enable the City to evaluate the capability of the design team to provide the services anticipated for the RFQ. Discussions of past performances on other projects should be minimized except as they relate to the proposed work by the specific RFQ to which the SOQ is directed.

All submittals are to be on 8 ½" x 11" paper or, if larger documents are required, they are to be folded to 8 ½" x 11" size. SOQ shall be limited to 80 pages. Exceeding the page limit may result in disqualification.

SOQs should be stapled together or bound with comb binding. SOQs submitted in 3-ring binders will not be accepted. Submit eight (8) copies of the SOQ, along with a keyword searchable Adobe Postscript File of the same document on CD to:

Albert E Shortt, PE, Utilities Director  
City of Panama City Beach  
110 South Arnold Road  
Panama City Beach, Florida 32413

The SOQs must include the following items, tabbed and in the order listed:

1. INTRODUCTION/COVER LETTER: Respondents shall provide a letter of introduction not to exceed two (2) pages. The letter should highlight or summarize whatever information a respondent deems appropriate as a cover letter; this section shall include the name, address, telephone number, fax number and e-mail address of the designated person to whom all correspondence should be directed.
2. BUSINESS/TEAM ORGANIZATION: Provide the following information as to business operations:
  - A) Describe the business/team organization, and identify who will serve as major participants and their respective roles.
  - B) Project Organization Chart – the chart shall only include personnel that will work on the projects. The Engineer in charge of the project design shall be clearly indicated along with all team members supervised by this individual.
  - C) Discuss the workload capacity of the Firm and availability of resources
  - D) List of all sub-consultants proposed along with discussion of their qualifications, experience, and specific responsibilities. The City reserves the right to approve all sub-consultants.
  - E) Change order history showing dollar amounts and time extensions over past three (3) calendar years for all projects designed or engineered or administered, or any combination thereof.
  - F) List Firm member's major claim and litigation history for past five (5) years, if any.
  - G) Geographic proximity - submit documentation of the shortest driving distance in miles from the office of each Firm/Team office to the City's SOQ submittal address above. The Firm/Team office distance provided shall be that of the assigned staff performing the majority of work contemplated in the RFQ.
4. APPROACH AND UNDERSTANDING OF THE SCOPE: This should be a narrative description and any applicable illustrations to show that the firm understands all elements of the scope.
5. FORMS & LICENSING:
  - A) Standard Form 330 – for the Firm and all subconsultants. The SF 330 Section E shall only include personnel that will be working on the project. Section F “Example Projects Which Best Illustrate Proposed Team’s Qualifications for This Contract” shall only include similar project(s).
  - B) Business, engineering and professional licenses for all team members including subconsultants.
  - C) PUR 7068 Public Entity Crime Form
  - D) Drug Free Workplace Form

6. **INSURANCE:** Evidence of professional liability insurance and of the ability to obtain project specific aggregate, annual coverage as required by the Risk Management Requirements.
7. **REFERENCES:** Three unrelated projects/owners as references, including name and address of principal, name and telephone number of contact, and brief description of the project and the firm's involvement in it.

The Engineering Firms may not change team members and subcontractors at any time after submittal opening from what was presented in their SOQ unless approved in writing by the City.

### **Evaluations of Qualifications:**

The Statement of Qualifications submittals of Firms responding to each specific RFQ will be rated and ranked by the City in order of recommended selection. The first firm selected shall be the number one (1) firm recommended, the second firm the number two (2), and the third firm the number three (3).

Qualifications will be evaluated using the following criteria:

1. Familiarity and experience of the firm with providing relevant engineering design and construction administration services in other similar size and types of projects.
2. Qualifications and experience of the assigned personnel in other similar size and types of projects.
3. Ability to perform services on time and within budget.
4. Experience and knowledge of the physical environment of the City, and geographic proximity of office for assigned personnel to the City.
5. Ability to provide all required services and assimilate additional workloads.
6. Firm's major claim and litigation history for past five (5) years.
7. Any other information included within or developed from the firm's response. By submitting an SOQ, a firm will acknowledge that the City may conduct inquiries into the background and experience of the firm.

### **Selection Procedure:**

1. All qualification statements will be reviewed by a review committee (the Committee) composed of five members of City staff as designated by the City Manager.
2. The Committee shall review each SOQ to ensure it meets the requirements of the RFQ.
3. The Committee may conduct interviews with all or certain selected Interested Firms, as the Committee deems appropriate and in the City's best interests.

4. The Committee, shall then identify and develop an initial recommended ranking of at least three (3) of the responding firms, in order of preference, who are deemed to be the most highly qualified to perform the required professional services for each RFQ under consideration. The Committee will make the selections primarily on the basis of the response to this SOQ and any further information received from respondents if interviewed. Although information additional to that requested in this SOQ may be provided by respondents, any consideration of this information shall be at the discretion of Committee. In some cases, the Committee may request presentations from the three (3) initially highest ranked firms. At least seven (7) calendar days' notice to the firms will be provided to allow reasonable time for preparation. The City Manager will present the Committee recommendations to the City Council. The City Council will then be requested to review the Committee's recommended ranking and make a final decision on the rankings.
5. The City will negotiate a Continuing Master Services Agreement and subsequent design task authorizations with the top ranked firm(s) for professional services at a compensation the City determines is fair, competitive and reasonable.
6. Should the City be unable to negotiate a satisfactory contract with the first ranked firm, negotiations will be terminated with that firm and negotiations then will be initiated with the second most qualified firm. Should the City be unable to negotiate a satisfactory contract with the second most qualified firm, negotiations with that firm will be terminated and negotiations then will be initiated with the third most qualified firm; *et cetera*. Should the City be unable to negotiate a satisfactory contract with any of the selected firms, then the City may select additional firms and continue negotiations until a satisfactory contract is reached, or it may terminate all negotiations under this RFQ and proceed with needed services by whatever other appropriate means it may elect.
7. The negotiated Master Services Agreement, and all subsequent design task authorizations exceeding the City Manager's purchasing authority, shall be presented to the City Council for final approval. Subsequent specific task authorizations will be negotiated for various work efforts which the City, in its sole discretion, may choose to pursue.
8. The terms and conditions of each task order authorized under the Master Services Agreement may be either based on a fixed price, percent of construction, or hourly rates plus expenses. The City will be the sole arbiter on which method of compensation will be used on any individual task authorization. The Engineering Firm's negotiated fee is to be for completing the scope of work detailed in authorized task order. Prior to being awarded the Master Services Agreement, the winning firm must provide proof of insurance that meets the Risk Management Requirements included with this RFQ.

## SCOPE

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The following specification of Scope is included for the limited purpose of giving interested firms a general concept of the City's current intentions for the Agreement and a preview of selected, but not all, terms and conditions which the City intends to include in a Continuing Master Services Agreement with the successful firm(s). The purpose of this solicitation is to seek SOQs from interested and qualified firms; the purpose of the following specifications is merely to give potentially interested firms a general idea of the City's plans and requirements.

### **General Scope:**

The City desires to have Engineer assist the City with general potable water, wastewater and reclaimed water engineering services, excluding:

- 1) major potable water and reclaimed distribution, transmission, storage and pumping facilities;
- 2) major wastewater pumping and transmission facilities; and
- 3) all wastewater treatment and disposal facilities.

Work will consist of professional engineering planning, design, permitting and construction administration services on a wide variety of general water, wastewater and reclaimed water utilities projects where at least 80% of the estimated utility scope is below the thresholds described in one or more of the Master Services Agreements between the City and Infrastructure Solutions Services, LLC relating to Major Wastewater Projects dated May 10, 2018; between the City and Tetra Tech, Inc. relating to Wetlands Projects dated December 29, 2013; and between the City and Dewberry Engineering f/k/a Preble-Rish, Inc. relating to Major Potable Water Projects dated December 29, 2013. Work under this agreement will usually be for limited scope residential and light commercial infrastructure projects; including new construction, renewal and replacement of existing similar sized utilities, and provision of services in developed areas lacking potable water, wastewater or reclaimed water systems.

The projects shall meet the following criteria:

- a) Related to City construction projects for which construction costs do not exceed \$2,000,000, or
- b) For specific engineering projects or study activities when the fee for such professional engineering service does not exceed \$200,000, or
- c) Related to City wastewater and reclaimed water facilities and improvements which are included in the Utility Department's then current Five (5) Year Capital Plan



**PUR7068 - Public Entity Crime Form**

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SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to

\_\_\_\_\_ by \_\_\_\_\_  
for \_\_\_\_\_

whose business address is

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ and (if applicable) its Federal  
Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a “public entity crime” as defined in Paragraph 287.133 (1)(g), Florida Status, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without and adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment

or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applied to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies.]

\_\_\_\_\_Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vender list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
Signature

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Personally known \_\_\_\_\_ OR produced identification \_\_\_\_\_

Notary Public- State of \_\_\_\_\_

My commission expires \_\_\_\_\_  
[printed, typed or stamped commissioned  
name of notary public]

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**End of PUR 7068**  
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**DRUG FREE WORKPLACE**  
**Section 287.087 Florida Statutes**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals; which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature \_\_\_\_\_

**CITY OF PANAMA CITY BEACH  
RISK MANAGEMENT REQUIREMENTS**

**INSURANCE - BASIC COVERAGES REQUIRED**

The Engineer shall procure and maintain the following described insurance, except for coverages specifically waived by the CITY, on policies and with insurers acceptable to the CITY.

These insurance requirements shall not limit the liability of the Engineer. The CITY does not represent these types or amounts of insurance to be sufficient or adequate to protect the Engineer's interests or liabilities, but are merely minimums.

1) Worker's Compensation: For all of his or her employees engaged in work on the project under this Agreement. In case any employee engaged in hazardous work on the project is not protected under the Worker's Compensation Statute, the Engineer shall provide Employer's Liability Insurance for the protection of such of his or her employees not otherwise protected under such provisions.

Coverage A – Worker's Compensation - \$100,000 each employee/\$500,000 policy limit for accident, \$100,000 each disease

Coverage B – Employer's Liability - \$1,000,000.00

- 2) Liability: Comprehensive General Liability insurance including, but not limited to:
- a) Independent Contractor's Liability;
  - b) Contractual Liability;
  - c) Personal Injury Liability.

The minimum primary limits shall be no less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate Personal Injury Liability, and no less than \$500,000 Property Damage Liability, or \$2,000,000 Combined Single Limit Liability, or higher limits if required by any Excess Liability Insurer. City shall be named as additional insured pursuant to an additional insured endorsement on ISO Form 20 10 10 01 (or superseding form) providing comprehensive general liability coverage for completed operations in addition to on-going operations.

3) Automobile Liability: Automobile Liability insurance including all owned, hired, and non-owned automobiles. The minimum primary limits shall be no less than \$1,000,000 Bodily Injury Liability, and no less than \$1,000,000 Property Damage Liability, or no less than \$1,000,000 Combined Single Limit Liability, or higher limits if required by the Excess Liability Insurer. City shall be named as additional insured.

4) Professional Liability: Project specific Professional Liability insurance covering professional services rendered in accordance with this Agreement in an amount not less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate.

5) Excess Liability: Engineer shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverage as required for the underlying Professional, Commercial General, Business Automobile

and Employers' Liability Coverage with no gaps in continuity of coverage or limits with City added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than \$5,000,000, each occurrence and aggregate as required by City.

**Certificates of Insurance:** The Engineer shall furnish to the City copies of all policies and endorsements and certificates of insurance allowing thirty (30) days written notice of any change in limits or scope of coverage, cancellation, or non-renewal. Such certificates shall contain the following wording: "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN." In the event (1) the ACORD form does not include the forgoing provision in the certificate, (2) the City has been provided a copy of a policy endorsement naming the City as additional insured (on the general liability and automobile liability insurance policies) and (3) the policy endorsement in favor of the City (for the workers compensation, general liability and automobile liability insurance policies) expressly provides that the City be given thirty (30) days written notice before an amendment in limits or scope of coverage or cancellation, then the following wording may be substituted "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS." If the insurance policies expire during the term of this Agreement, a renewal certificate shall be filed with the City thirty (30) days prior to the renewal date.

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**End of Risk Management Requirements**  
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**EVIDENCE/CERTIFICATES OF INSURANCE**

**Certificate Holder will be addressed as the City of Panama City Beach, 110 South Arnold Road, Panama City Beach, Florida 32413. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. As outlined above, the CITY is to be named as Additional Insured on General Liability and Business Auto. Each Certificate will address the service being rendered to the CITY by the Other Party.**

Required insurance shall be documented in Certificates of Insurance which provide that the CITY shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the CITY at least 15 days prior to coverage renewals.

If requested by the CITY, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms and endorsements.

For Commercial General Liability coverage the Other Party shall, at the option of the CITY, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.

Rev- 02/09

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**End of Risk Management Requirements**  
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**Panama City Beach City, Florida – Request for Qualifications**

RFQ Title: **Continuing Engineering Services – General Water and Sewer Utilities**

Firm: \_\_\_\_\_

	<b>Marginal</b>	<b>Acceptable</b>	<b>Exceeds Acceptable</b>	<b>Outstanding</b>	<b>Wt.</b>	<b>Score</b>
<b>Criteria Element</b>	0.2	0.5	0.8	1.0		
<b>I. Project Team Organization</b> Qualifications and relevant individual experience. Unique knowledge of key members on governmental design. Time commitment of key members to project. Team experience on similar project. Principle level involvement in project.					25	
<b>II. Design Management</b> Project management plan that addresses: <ul style="list-style-type: none"> <li>• Coordination of various disciplines.</li> <li>• Project cost control methods during design phase</li> <li>• Quality Assurance methods.</li> <li>• Demonstrated ability to meet budget requirements.</li> <li>• Litigation history for the past five (5) years.</li> </ul>					20	
<b>III. Area Experience</b> Familiarity with Panama City Beach and project area. Geographic Proximity of office providing services.					10	
<b>IV. Demonstrated Design Experience</b> Demonstrated capability in similar local governmental or comparable private sector projects. Familiarity with special needs of Panama City Beach infrastructure. Past performance on City projects or other governmental groups as well as private projects.					30	
<b>V. References</b>					15	
<b>TOTAL</b>					100	

Evaluator: \_\_\_\_\_



**MASTER SERVICES AGREEMENT  
BETWEEN  
CITY OF PANAMA CITY BEACH AND [ \_\_\_\_\_ ]  
RELATING TO  
PROFESSIONAL UTILITY ENGINEERING SERVICES  
(General Water, Sewer and Reclaimed Utility Facilities)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (“City”) and [ \_\_\_\_\_ ] (“Engineer”).

**PREMISES**

**WHEREAS**, the City desires to have Engineer assist the City with general potable water, wastewater, and reclaimed water engineering services, together with any related matters, excluding:

- 1) Major potable water and reclaimed distribution, transmission, storage and pumping facilities;
- 2) Major wastewater pumping and transmission facilities; and
- 3) All wastewater treatment and disposal facilities.

Work will consist of professional engineering planning, design, permitting and construction administration services on a wide variety of general water, wastewater and reclaimed water utilities projects where at least 80% of the estimated utility scope is below the thresholds described in one or more of the Master Services Agreements between the City and Infrastructure Solutions Services, LLC relating to Major Wastewater Projects dated May 10, 2018; between the City and Tetra Tech, Inc. relating to Wetlands Projects dated December 29, 2013; and between the City and Dewberry Engineering f/k/a Preble-Rish, Inc. relating to Major Potable Water Projects dated December 29, 2013. Work under this agreement will usually be for limited scope residential and light commercial infrastructure projects; including new construction, renewal and replacement of existing similar sized utilities, and provision of services in developed areas lacking potable water, wastewater or reclaimed water systems.

The projects shall meet the following criteria:

- a) Related to City construction projects for which construction costs do not exceed \$2,000,000, or
- b) For specific engineering projects or study activities when the fee for such professional engineering service does not exceed \$200,000, or
- c) Related to City wastewater and reclaimed water facilities and improvements which are included in the Utility Department’s then current Five (5) Year Capital Plan

(collectively the “Professional Services”); and

**WHEREAS**, the City intends this Agreement to be a cost-effective device for in-house engineering projects, and to augment City Staff in areas where specific expertise is not available, or in some cases where timely accomplishment of budgeted projects requires additional staff support; and

**WHEREAS**, the City desires to employ the Engineer for those purposes upon the terms and conditions in this Agreement, and the Engineer is desirous of obtaining such employment and has represented that it is qualified and competent to perform such services upon said terms and conditions; and

**WHEREAS**, the Florida Consultant's Competitive Negotiation Act (FS 287.055) permits the City to enter a Continuing Contract, as there defined and provided, for work of a specified nature as outlined in the contract required by the City where there is no time limitation provided that the contract may be terminated by the City for convenience.

**NOW, THEREFORE**, in consideration of the following covenants, it is agreed:

**1. SCOPE OF PROFESSIONAL SERVICES:**

A. The City retains the Engineer to diligently, competently and timely perform the "Professional Services" on an as-needed basis. Upon request, Engineer will prepare a detailed, project specific scope of work for each task and phase of work to be undertaken in accordance with the general scope of services described in this agreement and in the request for statements of qualification which led to this Agreement. The proposed scope of work shall include a schedule for the work and, separately stated, a proposed fee. The proposed fee shall be (i) a stipulated sum or (ii) a stipulated sum plus one or more specified allowances which may be authorized by the City Manager or his designee or (iii) a fee determined on a time-involved basis at the hourly rates specified on Exhibit A which shall include a maximum cost.

B. If accepted by the City, the proposed scope of work shall be incorporated into a task order in materially the form set forth as Exhibit B (each a "Task Order"). Each Task Order shall be numbered and dated, incorporate this Agreement and any additional terms related to that specific Task Order, and shall be signed both by the City and by the Engineer. If a term herein conflicts with a term in a Task Order, the term in the Task Order shall control to the extent of such conflict.

C. Engineer acknowledges that the City may, in its sole and unfettered discretion enter agreements with one or more engineering firms to assist the City with general wastewater engineering projects and that any of those tasks will be outside the scope of this Agreement..

**2. COMPENSATION AND PAYMENT:**

A. Engineer's compensation for the services described in each scope of work shall be stated or incorporated in the Task Order related to that scope. Hourly compensation shall be determined in increments of one-tenth (1/10) of an hour.

B. In addition, with prior, written authorization by City, the Engineer shall be reimbursed for reasonable out-of-pocket expenses upon submission of adequate documentation. The Engineer shall invoice the City at actual costs times a factor of 1.10 for all out-of-pocket costs including sub-consultants (if required). Records of costs incurred under the terms of this Agreement shall be maintained by the Engineer and made available to the City during the period of this Agreement, and for one (1) year after the final payment is made. Copies of these documents and records shall be furnished to the City without cost.

C. Upon written instruction by the City, the Engineer shall perform additional work necessary or convenient to complete the services for which a Task Order is entered, and which are mentioned or referenced in this Agreement. The Engineer shall be entitled to additional compensation unless such work is required as a result of error, omission, or negligence by the Engineer. The additional compensation shall be computed by the Engineer on a revised fee quotation proposal and submitted to the City for written approval. If the parties cannot agree, Engineer's initial compensation will be such amount as the City shall determine in good faith to be the fair value of such services, and such amounts shall be paid to Engineer in monthly installments as set forth elsewhere in this Agreement. In the event the City shall unilaterally determine the amount to be paid for such services, Engineer shall have the right, to be exercised by written notice delivered to the City within twenty (20) days after the City Council shall unilaterally determine such amount, to have the value of such services determined by binding arbitration pursuant to the Florida Arbitration Code and in accordance with the rules of the American Arbitration Association. The Engineer and the City each shall select one arbitrator and those two shall select a third. Each arbitrator shall be familiar by trade or occupation with wastewater engineering and construction. The decision of any two (2) arbitrators shall be conclusive and may be enforced in any court of competent jurisdiction in the State of Florida. Each party shall promptly pay when billed, including in advance, one-half of all arbitration fees and costs. The prevailing party shall recover from the other its reasonable attorney's fees and costs, including fees and costs incurred in arbitration and in any action in any court of competent jurisdiction in the State of Florida to enforce the arbitration award, including appeal. Should the arbitrators award Engineer an amount equal to or less than the amount that the City has unilaterally determined, Engineer shall nonetheless be paid the amount unilaterally determined by the City but the City shall be deemed the prevailing party and Engineer shall pay the City's reasonable attorney's fees.

D. In the event that additional outside services are required due to unforeseen conditions, the Engineer shall:

1) Obtain a written proposal from the firm designated to render the required services, and submit such proposal to the City for written approval.

2) If the services are such that registration is required to perform them, the Engineer shall select a firm that is registered in the State of Florida.

3) If the proposal is approved in writing by the City, the Engineer shall enter into a contract with the firm for the furnishing of such services in accordance with the proposal.

4) The Engineer shall submit a minimum of five (5) printed copies and one (1) digital copy of deliverables for all required services to the City, unless otherwise directed by the City.

5) Upon approval by the City of such reports, the City shall reimburse the Engineer for the cost of such services, which cost shall not exceed 1.10 times the amount of the proposal.

6) Services rendered by the Engineer in connection with the coordination of these additional services shall be considered within the scope of the basic contract, and no additional fee shall be due the Engineer except as part of the multiplier stated in immediately preceding subsection 2.D.5.

E. At the end of each month during which a Task Order shall be outstanding, the Engineer shall submit a separate invoice for services rendered during that month with respect to each Task Order, as follows:

1) Where a stipulated sum is specified, the City shall pay Engineer in monthly installments based upon the percentage of satisfactory completion. In support of payment, Engineer shall monthly submit a request for payment describing the work done, percentage of completion and amount requested to be paid, all by reference to line items in the scope of services where available.

2) Where fees are computed on a time-involved basis, the City shall pay Engineer monthly in arrears upon receipt of an itemized statement in form and detail reasonably acceptable to City.

F. The acceptance by the Engineer, its successors, or assigns, of any Final Payment due upon the termination of this Agreement, shall constitute a full and complete release of the City from any and all claims or demands regarding further compensation for authorized Services rendered prior to such Final Payment that the Engineer, its successors, or assigns have or may have against the City under the provisions of this Agreement. This Section does not affect any other portion of this Agreement that extends obligations of the parties beyond Final Payment.

**3. SCHEDULE:** The estimated schedule for the services required shall be included in each Task Order and related scope of services.

**4. CITY'S RESPONSIBILITY:** The City shall furnish the Engineer with all existing data, plans, profiles, and other engineering information available and useful in connection with the proposed project now on file with the City which shall be returned to the City upon the completion of the services to be performed by the Engineer, unless such data, plans, profiles, and other data are necessary for daily operations; then such forms of information shall be promptly duplicated by the Engineer and the originals returned to the City.

**5. CITY'S DESIGNATED REPRESENTATIVE:** It is understood and agreed that the City designates the City Engineer or his designated representative to represent the City in all technical matters pertaining to and arising from the work and performance of this Agreement, whose responsibility shall include:

A. Examination of all reports, sketches, drawings, cost estimates, proposals and other documents presented by the Engineer, and rendering in writing decisions pertaining thereto within a reasonable time so as not to materially delay the work of the Engineer.

B. Transmission of instructions, receipt of information, interpretation, and definition of City policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

C. Give prompt written notice to the Engineer whenever the City observes or otherwise becomes aware of any defects or changes necessary in the Project.

**6. CHANGES IN SCOPE:** The City may, from time to time, request changes in the scope of work. Such changes, including any increase or decrease in the amount of the Engineer's compensation, shall not be binding unless mutually agreed upon by and between the City and the Engineer, and incorporated in written amendments to this Agreement.

**7. TERMINATION:**

A. The City may terminate this Agreement for cause upon written notice to Engineer if Engineer fails to diligently, competently and timely perform any of the work, fails to cooperate with others associated with the work, or otherwise fails to perform or observe any material covenant, representation or warranty contained in this Agreement. Engineer may terminate this Agreement for cause upon written notice to City if City fails to perform or observe any material covenant, representation or warranty contained in this

Agreement. In the event of such termination, the parties shall be entitled to the rights and remedies provided by law. If the City wrongfully terminates this Agreement, the City shall be responsible to Engineer solely for the reasonable value of the work performed by the Engineer prior to the City's wrongful action, including reasonable overhead and profit on the work performed, less prior payments made. Under no circumstances shall Engineer be entitled to overhead and profit on work not performed.

B. This is a continuing Agreement with a public agency. Accordingly, City may terminate this Agreement at any time without cause upon written notice to Engineer. Should the City terminate this Agreement without cause, City shall pay Engineer for work performed through the date of Notice of Termination, including overhead and profit, and shall have no further responsibility to Engineer.

**8. TERM:** Unless terminated sooner pursuant to the provisions of the "TERMINATION" clauses contained in Paragraph 7 of this Agreement, and subject to the availability of appropriated funds, this Agreement shall take effect on the day and year first above written for an initial term of four (4) years, and the City shall have the unilateral option to extend the initial term for two, consecutive extended terms of two (2) years each by written notice delivered to the other party at any time before or within thirty (30) days after expiration of the prior term.

**9. INDEMNIFICATION:** The Engineer hereby does hold the City harmless of any and all claims, actions, or suits to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Engineer or any person employed or utilized by the Engineer in the performance of professional services hereunder, to the fullest extent permitted by Section 725.08(1), *Florida Statutes* (2017). The specific consideration given for the promises of the Engineer set forth in this paragraph is one dollar (\$1) in hand paid by the City to the Engineer, receipt whereof is hereby acknowledged and the adequacy of which the Engineer accepts as completely fulfilling the obligations of the City. The provisions of this Section shall survive termination of this Agreement.

**10. INSURANCE:**

A. The Engineer shall procure and maintain during the life of this Agreement insurance of the following types:

1) Worker's Compensation: For all of his employees engaged in work on the project under this Agreement. In case any employee engaged in hazardous work on the project is not protected under the Worker's Compensation Statute, the Engineer shall provide Employer's Liability Insurance for the protection of such of his employees not otherwise protected under such provisions.

Coverage A – Worker's Compensation - Statutory

Coverage B – Employer’s Liability - \$1,000,000.00

- 2) Liability: Comprehensive General Liability insurance including, but not limited to:
- a) Independent Contractor’s Liability;
  - b) Contractual Liability;
  - c) Personal Injury Liability.

The minimum primary limits shall be no less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate Personal Injury Liability, and no less than \$500,000 Property Damage Liability, or \$2,000,000 Combined Single Limit Liability, or higher limits if required by any Excess Liability Insurer. City shall be named as additional insured pursuant to an additional insured endorsement on ISO Form 20 10 10 01 (or superseding form) providing comprehensive general liability coverage for completed operations in addition to on-going operations.

3) Automobile Liability: Automobile Liability insurance including all owned, hired, and non-owned automobiles. The minimum primary limits shall be no less than \$1,000,000 Bodily Injury Liability, and no less than \$1,000,000 Property Damage Liability, or no less than \$1,000,000 Combined Single Limit Liability, or higher limits if required by the Excess Liability Insurer. City shall be named as additional insured.

4) Professional Liability: Project specific Professional Liability insurance covering professional services rendered in accordance with this Agreement in an amount not less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate.

B. Certificates of Insurance: The Engineer shall furnish to the City copies of all policies and endorsements and certificates of insurance allowing thirty (30) days written notice of any change in limits or scope of coverage, cancellation, or non-renewal. Such certificates shall contain the following wording: “SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN.” In the event (1) the ACORD form does not include the forgoing provision in the certificate, (2) the City has been provided a copy of a policy endorsement naming the City as additional insured (on the general liability and automobile liability insurance policies) and (3) the policy endorsement in favor of the City (for the workers compensation, general liability and automobile liability insurance policies) expressly provides that the City be given thirty (30) days written notice before an amendment in limits or scope of coverage or cancellation, then the following wording may be substituted “SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.” If the insurance

policies expire during the term of this Agreement, a renewal certificate shall be filed with the City thirty (30) days prior to the renewal date.

**11. NEGOTIATION DATA:**

- A. The Engineer hereby certifies, covenants, and warrants that Hourly Rates and other factual unit costs supporting the compensation provided in Exhibit A are accurate, complete, and current as of the date of negotiation.
- B. Truth-in-Negotiation Certificate: Execution of this Agreement by the Engineer shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the Agreement.

The original contract price and additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual amount costs. The City shall exercise its rights under this "Certificate" within 1 year following final payment.

- C. Contingency Fees: The Engineer warrants that he has no employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift, or any other consideration upon or resulting from the award of this agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct the contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

**12. OWNERSHIP OF DOCUMENTS:** It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications, and all other data in whatever form (text, graphic, digital or other electronic), prepared or obtained by the Engineer in connection with its services hereunder shall always be the property of the City and shall be delivered to the City promptly without cost or lien upon request or termination of this Agreement by lapse of time or otherwise. The Engineer shall not be liable for any use by the City of project specific design documentation if modified in any manner without written approval of the Engineer. The City shall not use the Engineer's project specific design documentation on any project other than the project described in the Scope of Work and Instructions to Respondents unless the City notifies the Engineer of its intended use, provides insurance protection for the Engineer for all claims which might arise out of the City's use of the documents, and obtains written consent of the use by the Engineer.



When transferring data in electronic media format, Engineer makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Engineer at the beginning of the Project. Because the data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Engineer shall not be responsible to maintain documents stored in electronic media format after acceptance by City. The original hard copy of the documents containing the professional engineer's seal shall take precedence over the electronic documents.

Notwithstanding any provision to the contrary contained in this Agreement, Engineer shall retain sole ownership to its pre-existing computer programs and software.

### **13. WORK COMMENCEMENT/PROGRESS/DELAYS:**

A. The services to be rendered by the Engineer shall commence upon execution of this Agreement, and the respective Task Order, and upon written notice to proceed from the City Manager of his designee.

B. The Engineer agrees to abide by the schedule for performance of the contracted services. The City will be entitled at all times to be advised in writing at its request as to the status of the work being done by the Engineer, and of the details thereof. City may require specification of liquidated delay damages in a Task Order. Failure to specify liquidated delay damages in a Task Order shall not relieve Engineer of liability for delays or other damages as provided by law.

C. In the event there are delays on the part of the City or regulatory agencies as to the approval of any of the plans, permits and drafts of special provisions submitted by the Engineer which delay the project schedule completion date, the City shall grant to the Engineer in writing an extension of time equal to such delays.

D. The Engineer shall maintain an adequate and competent staff of professionals and may associate with other qualified firms for the purpose of rendering services hereunder. The Engineer, however, shall not sublet, assign, or transfer any work under this Agreement without the written consent of the City.

### **14. STANDARDS OF CONDUCT:**

A. The Engineer covenants that it or any of its employees presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with performance of services hereunder.

B. The Engineer agrees that it and its employees shall be bound by the Standards of Conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The Engineer agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

**15. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:** The Engineer shall comply with all Federal, State, and Local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

**16. ASSIGNABILITY:** The Engineer shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of the City, provided that claims for the money due or to become due the Engineer from the City under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

**17. INDEPENDENT CONTRACTOR:** The Engineer is and shall remain an independent contractor and not an employee of the City.

**18. CONTROLLING LAW AND VENUE:** All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of Florida applicable to contracts made and to be performed within this state. Exclusive jurisdiction and venue to interpret or resolve any dispute under this Agreement shall lie in the Circuit Court, Fourteenth Judicial Circuit, in and for Bay County, Florida.

**19. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties with respect to the subject matters. All prior agreements, representations, statements, negotiations, and undertakings are hereby superseded. Any alterations or variations of the terms of this Agreement shall not be valid unless made in writing and signed by the parties. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or unenforceable, then, notwithstanding, the remainder of the Agreement shall remain in full force and effect.

**20. ATTORNEY'S FEES:** If the either party is required to institute or defend any legal proceedings in connection with this Agreement, the prevailing party shall be entitled to its costs thereof, together with reasonable attorney's fees.

**21. NO WAIVER:** No waiver of any provision of this Agreement shall be effective unless made in writing, signed by the party against whom it is charged. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement, nor of the same provision in the future. Neither the failure nor any delay by any party in exercising any right or power under this Agreement, nor any course of dealing between or among the parties, will operate as a waiver of such right or power, and no single or partial exercise of any such right or power will preclude any other or further exercise of such right or power or the exercise of any other right or power.

**22. COOPERATION:** Engineer acknowledges that the process of engineering and addressing the needs of the community, and coordinating those efforts with other disciplines is a multi-disciplinary effort which will require cooperation and collaboration with numerous consultants, engineers, and counsel assisting and advising the city, as well as direction from the City Manager and City Engineer, and agrees in all things to cooperate with the City and all its consultants as needed.

**23. MEDIATION:** City and Engineer agree to attempt to resolve any dispute between them related to the interpretation or performance of this Agreement by mediation in Bay County, Florida, with a mutually acceptable, certified Florida Mediator to serve at joint expense. If the parties are unable to agree upon a mediator, either party shall request the appointment of a mediator by the Chief Judge of the Circuit Court, Fourteenth Judicial Circuit in and for Bay County, Florida. Mediation contemplated by this paragraph is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives. Any settlement will require approval of City's governing board. If the parties are unable to reach a mediated settlement within ninety (90) days of the mediator's appointment, either party may terminate the settlement discussions by written notice to the other and initiate litigation. Any litigation commenced in violation of this section shall be stayed pending mediation as agreed. This section shall survive termination of this Agreement.

**24. PUBLIC RECORDS:** The City is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, to the extent that it is determined that Engineer is acting on behalf of City as provided under Section 119.011(2) (2017) and implemented through the judicially established "totality of factors" analysis, Engineer agrees to also comply with that law, specifically including to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

B. Upon request of the City, provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Engineer does not transfer the records to the City.

D. Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

**E. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AND TO CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-233-5100, JSMITH@PCBGOV.COM, 110 S. ARNOLD ROAD, PANAMA CITY BEACH, FL 32413.**

**SIGNATURES ON FOLLOWING PAGE**

**IN WITNESS WHEREOF**, the parties have hereto caused the execution of these documents as of the year and date first above written.

**THE CITY OF PANAMA CITY BEACH,  
FLORIDA,**  
a municipal corporation

By: \_\_\_\_\_  
Mario Gisbert, City Manager

ATTEST:

\_\_\_\_\_  
Jo Smith, City Clerk

[ \_\_\_\_\_ ]

\_\_\_\_\_

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

WITNESS  
PRINT NAME: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
WITNESS  
PRINT NAME: \_\_\_\_\_

**EXHIBIT A**

Hourly Rate Schedule

**EXHIBIT B**  
**COMBINED TASK ORDER AND**  
**NOTICE TO PROCEED**

TASK ORDER NO. \_\_\_\_\_

DATE

\_\_\_\_\_

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND [ ] RELATING TO GENERAL UTILITY ENGINEERING SERVICES dated \_\_\_\_\_, 2018, (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to \_\_\_\_\_.

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

\_\_\_\_\_ a stipulated sum of \$ \_\_\_\_\_; or

\_\_\_\_\_ a stipulated sum of \$ \_\_\_\_\_ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,

Allowance of \$ \_\_\_\_\_ for \_\_\_\_\_, and

Allowance of \$ \_\_\_\_\_ for \_\_\_\_\_; or

\_\_\_\_\_ a fee determined on a time-involved basis with a maximum cost of \$ \_\_\_\_\_;

as set forth upon incorporated Attachment B, Fee Breakdown, and shall be paid in monthly installments as specified in the Agreement.

Work shall begin on \_\_\_\_\_, 20\_\_\_\_, and shall be completed within \_\_\_\_\_ calendar days. The date of completion of all work is therefore \_\_\_\_\_, 20\_\_\_\_. Liquidated delay damages, if any, are set at the rate of \$ \_\_\_\_\_ per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

Upon execution of this task order by both Engineer and City, Engineer is directed to proceed.

IN WITNESS WHEREOF the parties have caused these presents to be executed in their names on the date shown.

Witness:

[ ]

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

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

Its:

CITY OF PANAMA CITY BEACH, FLORIDA

ATTEST:

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

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

City Manager