



City of  
**Panama City Beach**

City Hall  
17007 PCB Parkway  
PCB, FL. 32413  
www.pcbgov.com

**CITY COUNCIL  
Regular Meeting Agenda  
March 25, 2021  
9:00 a.m.**

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

**A. CALL TO ORDER**

- 1. ROLL CALL.**
- 2. INVOCATION BY PASTOR JAY POWELL WITH GULF BEACH BAPTIST CHURCH.**
- 3. PLEDGE OF ALLEGIANCE LED BY COUNCILMAN MICHAEL JARMAN.**
- 4. COMMUNITY ANNOUNCEMENTS.**
- 5. APPROVAL OF THE JANUARY 14, 2021 REGULAR MEETING MINUTES.**
- 6. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS.**
- 7. PUBLIC COMMENTS ON THE CONSENT AGENDA AND/OR NON-AGENDA BUSINESS. (LIMITED TO 3 MINUTES)**

**B. PRESENTATIONS**

- 1. EMPLOYEE PRESENTATIONS.**
- 2. PROCLAMATION PRESENTATION - NATIONAL CHILD ABUSE PREVENTION MONTH.**
- 3. WATER & WASTEWATER IMPACT FEES & RATES – PRESENTATION BY RAFTELIS.**
- 4.\* UPDATE ON CRA, DESIGN GUIDELINES & ANGLED PARKING.**

**C. CONSENT AGENDA**

- 1. RESOLUTION 21-116 – A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH HG2 EMERGENCY LIGHTING LLC FOR THE INSTALLATION OF EQUIPMENT ON POLICE VEHICLES FOR THE BASIC AMOUNT OF \$64,078.00.**

2. **RESOLUTION 21-118 - A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RELATED TO THE 2021 IRONMAN 70.3 GULF COAST EVENT; AUTHORIZING TEMPORARY CLOSURE OF PORTIONS OF FRONT BEACH ROAD, RICHARD JACKSON BOULEVARD, ALF COLEMAN ROAD, DOGWOOD STREET, W. PARK DRIVE, PIER PARK DRIVE, AND PHILIP GRIFFITTS, SR. PARKWAY ON SATURDAY, MAY 15, 2021, FOR THE EVENT AS MORE PARTICULARLY SET FORTH IN THE BODY OF THE RESOLUTION.**
3. **RESOLUTION 21-119 – A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING A TASK ORDER WITH DEWBERRY ENGINEERS, INC. FOR PROVISION OF STATE ROAD 30A UTILITY RELOCATION ENGINEERING SERVICES IN THE AMOUNT OF \$42,770.**
- 4.\* **RESOLUTION 21-120 – A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH ATKINS NORTH AMERICA, INC. FOR CONSTRUCTION ENGINEERING INSPECTION SERVICES FOR THE ALF COLEMAN ROAD SIDEWALK LIGHTING AND RESURFACING PROJECT IN A NOT TO EXCEED AMOUNT OF \$198,354.82.**
5. **RESOLUTION 21-122- A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING A GRANT AGREEMENT WITH THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT FOR THE GRAND LAGOON SEWER SYSTEM EXTENSION PROJECT.**
6. **RESOLUTION 21-123- A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING A GRANT AGREEMENT WITH THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT FOR THE PANAMA CITY BEACH PARKWAY REUSE TRANSMISSION EXTENSION PROJECT.**
7. **RESOLUTION 21-124 – A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ADOPTING AN AMENDED NON-DISCRIMINATION POLICY TO ENSURE ACCESS TO CITY PROGRAMS, SERVICES, AND ACTIVITIES AND REPEALING ALL POLICIES IN CONFLICT.**
- 8.\* **RESOLUTION 21-126 - A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE TRANSFER OF FRONT BEACH ROAD SEGMENTS 3 AND 5.**

**D. REGULAR AGENDA – DISCUSSION / ACTION**

- 1. JP RESOLUTION 21-117 – FRANK BROWN BID AWARD FOR FRANK BROWN PARK BACKSTOPS AND BUDGET AMENDMENT.
- 2.\* DC RESOLUTION 21-127 – BID AWARD - FRONT BEACH ROAD CONSTRUCTION AGREEMENT FOR SEGMENT 3 REDEVELOPMENT CONSTRUCTION.
- 3.\* DC RESOLUTION 21-121 – DEWBERRY FRONT BEACH ROAD SEGMENT 3 CONSTRUCTION ADMINISTRATION AND CEI.
- 4. RM RESOLUTION 21-125 – FIRE DEPARTMENT GRANT AND BUDGET AMENDMENT.
- E. INTERIM CITY MANAGER REPORT.
- F. CITY ATTORNEY REPORT.
- G. COUNCIL COMMENTS.
- H. ADJOURN.

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

PAUL CASTO X  
PHIL CHESTER X  
GEOFF MCCONNELL X  
MICHAEL JARMAN X  
MARK SHELDON X

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

*Lynne Feroxe* 3/19/21  
City Clerk Date

PAUL CASTO X  
PHIL CHESTER X  
GEOFF MCCONNELL X  
MICHAEL JARMAN X  
MARK SHELDON X

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

*Lynne Feroxe* 3/19/21  
City Clerk Date

The Agenda Packet is e-mailed to interested parties and posted on the City's website at [WWW.PCBFL.GOV/](http://WWW.PCBFL.GOV/). by close of business on 03/19/2021.

City Council meetings are live streamed on the City's website [WWW.PCBFL.GOV/](http://WWW.PCBFL.GOV/). and City Facebook page "CITY OF PANAMA CITY BEACH-GOVERNMENT".

One or more members of other City Boards may appear and speak at this meeting.

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

**COMMUNITY  
ANNOUNCEMENTS**



City of

# Panama City Beach

17007 PCB Parkway  
PCB, FL 32413  
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[www.pcbgov.com](http://www.pcbgov.com)

## Community Announcements

*for March 25, 2021 Council Meeting*

<u>Date/Time</u>	<u>Event</u>	<u>Location</u>
April 3	Easter Egg Hunt	Frank Brown Park
April 8	Spiderz Mega Draft Adult Softball Tournament	Frank Brown Park
April 10-11	Food Truck Festival	Aaron Bessant Park
April 17	Travel Ball USA Tournament Battle of Bats	Frank Brown Park
April 17	Youth Fishing Rodeo	Frank Brown Park
April 22	Seabreez Jazz Festival	Aaron Bessant Park
May 15	Ironman 2021	Various Locations

# **APPROVAL OF MINUTES**

**MINUTES** of the Regular Meeting of the City Council of the City of Panama City Beach, Florida, and when permitted or required by the subject matter, the Panama City Beach Community Redevelopment Agency, held on January 14, 2021.

**Mayor Sheldon called the meeting to order at 6:00 PM**

**ROLL CALL**

MAYOR MARK SHELDON  
VICE MAYOR GEOFF MCCONNELL  
PAUL CASTO  
PHIL CHESTER  
MICHAEL JARMAN

Others present were City Manager Tony O'Rourke, City Attorneys Amy Myers and Cole Davis, City Clerk Lynne Fasone, Directors and members of the public and press.

Pastor Jay Powell from Gulf Beach Church led the invocation. Vice Mayor McConnell led the Pledge of Allegiance.

Mayor Sheldon provided community announcements. Mayor Sheldon called for approval of the September 24 and October 8, 2021 meeting minutes. Councilman Casto so moved. Councilman Jarman seconded the motion. All were in favor by a roll call vote (5-0).

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

Mayor Sheldon called for approval, additions and/or deletions to the agenda. Hearing and seeing none, Vice Mayor McConnell moved to approve the agenda. Councilman Chester seconded the motion. All were in favor of approval by a roll call vote (5-0).

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

**PUBLIC COMMENTS - NON-AGENDA BUSINESS (LIMITED TO THREE MINUTES)**

Mayor Sheldon opened the floor for non-agenda public comments.

Capitan Gary Beck, Beach Street – Mr. Beck expressed concern that his constitutional rights were being violated and his identity had been stolen.

Joann Thomas with Keep PCB Beautiful, 6220 Thomas Drive. Ms. Thomas reported on the beach access adoption program. Ms. Thomas thanked Council for their support. Ms. Thomas invited everyone to attend the March 27<sup>th</sup> 27-mile beach clean-up event.

Michelle Carter – Ms. Carter reported she was not a resident of PCB. Ms. Carter reported she was living in her car. Ms. Carter expressed concern about the ordinance about not sleeping in cars. Ms. Carter added she was given permission from a private property owner to sleep in her car. Ms. Carter reported she was ticketed for sleeping in her car at Breakfast Point. Ms. Carter expressed concern that officers were harassing her. Ms. Carter asked that the ordinance be re-written.

Molly Allen – Ms. Allen reported she lived on Lullwater Drive. Ms. Allen requested a total lake management plan for the Lullwater neighborhood. Ms. Allen discussed cutting cane, flooding in the neighborhood and saturation in the neighborhood. Ms. Allen asked Council to hold a town hall meeting to meet and speak with the neighbors in Lullwater Lake.

Burnie Thompson – Mr. Thompson discussed transparency, accountability, Vice Mayor McConnell's attorney and paying for legal services.

Mayor Sheldon called for further public comments. Hearing and seeing none, the Mayor closed public comments at 6:13 PM. Mayor Sheldon noted that the City would get the information out about the beach clean-up, that the City would review the sleeping in the car ordinance, that there would be further discussion this evening about Lullwater Lake and that Vice Mayor McConnell's private attorney was 100% a private matter, not a City matter.

#### **PRESENTATIONS**

Mayor Sheldon introduced Denise Kelley, Assistant Superintendent of Bay District Schools. Assistant Superintendent Kelley provided updates on the Bay District Schools Career and Technical Education Program and the A. Gary Walsingham Academy, opening August 2021. Mayor Sheldon thanked Assistant Superintendent Kelley.

#### **CONSENT AGENDA**

**RESOLUTION 21-62, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING A MITIGATION PURCHASE AGREEMENT WITH THE ST. JOE COMPANY FOR BAY PARKWAY PHASE 2 PROJECT, IN THE AMOUNT OF \$143,685 TO BE PAID WITH TRANSPORTATION CONCURRENCY CREDITS.**

**RESOLUTION 21-63, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH BROWN FIRE PROTECTION, INC., FOR FIRE PROTECTION SERVICES.**

**RESOLUTION 21-66, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING THE PURCHASE OF TEN POOL STARTING BLOCKS FOR THE AQUATIC CENTER FROM RECREONICS, INC. IN THE BASIC AMOUNT OF \$21,110.**

**RESOLUTION 21-67, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE CITY TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES RELATED TO THE CITY'S ALF COLEMAN SAFETY AND ROAD IMPROVEMENT PROJECT.**

**RESOLUTION 21-68, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH CAPITOL HILL CONSULTING GROUP, LLC FOR FEDERAL LEGISLATIVE AND EXECUTIVE BRANCH REPRESENTATION SERVICES IN THE MONTHLY AMOUNT OF \$7,500.33.**



**RESOLUTION 21-70, RESOLUTION AUTHORIZING CITY OF PANAMA CITY BEACH, FLORIDA TO APPROVE COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY PROJECT TO BE SUBMITTED FOR FUNDING TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY REBUILD FLORIDA HURRICANE MICHAEL PROGRAM; COMMITTING FUNDS FOR LOCAL MATCH; AND APPROVING A BUDGET AMENDMENT CONSISTENT WITH THESE PURPOSES.**

**RESOLUTION 21-75, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF A FORD F-150 PICKUP TRUCK FOR THE STORMWATER DEPARTMENT FOR THE BASIC AMOUNT OF \$31,397 FROM BOZARD FORD.**

**RESOLUTION 21-76, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF A FORD F-150 CREW CAB PICKUP TRUCK FOR THE PARKS AND RECREATION DEPARTMENT FOR THE BASIC AMOUNT OF \$37,525 FROM BOZARD FORD.**

**RESOLUTION 21-77, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF A FORD F-250 PICKUP TRUCK FOR THE PARKS AND RECREATION DEPARTMENT FOR THE BASIC AMOUNT OF \$32,269 FROM BOZARD FORD.**

Mayor Sheldon asked Ms. Fasone to read the consent agenda. Mayor Sheldon announced that the consent agenda was available. Councilman Jarman moved to approve the consent agenda. Vice Mayor McConnell seconded the motion. All were in favor of approval by a roll call vote (5-0).

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

**REGULAR AGENDA- DISCUSSION/ACTION**

**ITEM 1. ORDINANCE 1542, NOTICE BY COMMUNITY MEETING – FIRST READING.**

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Ordinance 1542 by title only. Mayor Sheldon opened Item 1 up for public comment. Hearing and seeing no public comment, Mayor Sheldon closed public comments. Mayor Sheldon called for comments from Director Leonard. Hearing and seeing none. Mayor Sheldon called for comments from Council. Council members spoke in favor of the ordinance. Vice Mayor McConnell moved to approve Ordinance 1542. Councilman Jarman seconded the motion. All were in favor by a roll call vote (5-0).

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

**ITEM 2. RESOLUTION 21-72, AUTHORIZING PURCHASE OF A POLICE DEPARTMENT VEHICLE AND BUDGET AMENDMENT.**

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 21-72 by title only. Mayor Sheldon opened Item 2 up for public comment. Hearing and seeing no public comment, Mayor Sheldon closed public comments. Mayor Sheldon called for comments from Chief Whitman and Council. Chief Whitman noted this was a replacement vehicle of an older vehicle. Councilman Chester moved to approve Resolution 21-72. Councilman Casto seconded the motion. All were in favor by a roll call vote (5-0).

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

**ITEM 3. RESOLUTION 21-78, BUDGET AMENDMENT TO RE-APPROPRIATE EXPENDITURES IN FY 2021.**

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 21-78 by title only. Mayor Sheldon opened Item 3 up for public comment. Hearing and seeing no public comments, Mayor Sheldon closed public comments. Mayor Sheldon noted this item was available. Councilman Casto moved to approve Resolution 21-78. Councilman Jarman seconded the motion. All were in favor by a roll call vote (5-0).

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

**ITEM 4. 21-70, APPROVING COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY PROJECT AND APPROVING A BUDGET AMENDMENT.**

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 21-70 by title only. Mrs. Myers described the purpose of the Resolution. Mayor Sheldon opened Item 4 up for public comment. Hearing and seeing no public comments, Mayor Sheldon closed public comments. Mayor Sheldon called for comments from Director Campbell. Director Campbell noted he was available to answer any questions. Mayor Sheldon noted this item was available to Council. Council members noted their support. Councilman Jarman moved to approve Resolution 21-70. Vice Mayor McConnell seconded the motion. All were in favor by a roll call vote (5-0).

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

**ITEM 5. RESOLUTION 21-73, OFFSHORE OUTFALL DESIGN, SCOPE & COST.**

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 21-73 by title only. Mrs. Myers described the purpose of the Resolution. Mayor Sheldon opened Item 5 up for public comment.

Molly Allen, Lullwater Resident – Ms. Allen inquired if this was the same project that was projected during the BP Oil spill, was it the same project footprint. Ms. Allen inquired if Ms. Jenkins would be providing some information tonight. City Manager O'Rourke reported that the lead engineers of the project would be making a presentation this evening virtually. Ms. Allen inquired if this project was being funded by the FEMA funds received for Hurricane Sally. City Manager O'Rourke reported no. Ms. Allen expressed concern that PCB was being used as an example for this first gulf project and inquired about the plans for the CRA in the area.

Burnie Thompson – Mr. Thompson expressed concern that there was only one bidder on the project. Mr. Thompson asked the City to wait a couple weeks and rebid the project and get more consultants. Mr. Thompson expressed concern that this project would remove the sandbars.

City Manager O'Rourke introduced DDC Engineers Mike Woodman and Eric Sandford. Manager O'Rourke reported that this firm had done 18 similar outfalls and were the preeminent design firm.

DDC Engineers, Mike Woodman and Eric Sandford presented the attached presentation (copy attached to the final minutes) and answered the previous and new questions asked. Council members spoke in favor of the project, the timing and importance of having a shovel-ready project and the specialized nature of the project. Vice Mayor McConnell offered to head-up a town hall meeting on the topic. Discussion regarding funding and Capitol Hill Consultants looking for grants for this project.

Mayor Sheldon noted this item was available to Council. Councilman Casto moved to approve Resolution 21-73. Vice Mayor McConnell seconded the motion. All were in favor by a roll call vote (5-0).

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

**ITEM 6. RESOLUTION 21-74, ACCEPTING CERTAIN SEWER FACILITIES AND AUTHORIZING EXECUTION AND DELIVERY OF A REVENUE CERTIFICATE.**

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 21-74 by title only. Mayor Sheldon opened Item 6 up for public comment. Hearing and seeing no public comments, Mayor Sheldon closed public comments. Mayor Sheldon noted this item was available to Council. Vice Mayor McConnell moved to approve Resolution 21-74. Councilman Jarman seconded the motion. All were in favor by a roll call vote (5-0).

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

**ITEM 7. RESOLUTION 21-69 – COVID-19 LEAVE.**

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 21-69 by title only. Mrs. Myers noted this resolution did require some input from Council. Mayor Sheldon opened Item 7 up for public comment. Hearing and seeing no public comments, Mayor Sheldon closed public comments. Mayor Sheldon noted this item was available.

City Manager O'Rourke discussed the current COVID leave policy. Manager O'Rourke reported with the current surge and the CDC recommended 10-14 quarantine, he was put forth 5 options. Manager O'Rourke noted option 1, an extension of the current leave policy - 80 hours of additional leave, had been adopted by the Bay County, Lynn Haven and Panama City. Council members discussed the various options, staffing, and not requiring employees to be vaccinated. Councilman Jarman recommended rolling the date back in the resolution to April 30<sup>th</sup> and then bringing this item back to Council for further consideration.

Councilman Jarman moved to approve with the following amendments that a new 80 hours begin January 1 and end April 30 of this year, and that this be brought back at Council for further discussion in April. Councilman Casto seconded the motion. All were in favor by a roll call vote (5-0).

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

**ITEM 8. RESOLUTION 21-63, BID AWARD FOR FIRE PROTECTION SERVICES.**

Mayor Sheldon introduced Mrs. Myers, City Attorney. Mrs. Myers read Resolution 21-63 by title only. Mayor Sheldon opened Item 8 up for public comment.

Michael Steinhurst, 132 Lakeside Circle – The gentleman inquired about monitoring, false alarms and the bottom line, an annual projection, the total costs to the taxpayer.

Burnie Thompson – Mr. Thompson asked if someone else could get the job other than an elected official. Mr. Thompson noted he felt that family members should not bid on jobs that the public could get. Mr. Thompson discussed term limits.

Councilman Jarman reported that he would be abstaining and that he had filed his Form 8B with the City Clerk. Councilman Jarman added that his father wanted to save the City some money. Mayor Sheldon thanked Councilman Jarman for stepping up. Mayor Sheldon reported that these services did not have to go out to bid, but in full disclosure it did.

Mayor Sheldon closed public comments. Mayor Sheldon noted this item was available. Councilman Casto moved to approve Resolution 21-63. Councilman Chester seconded the motion. The motion passed by a roll call vote (4-0).

Vice Mayor McConnell	Aye
Councilman Jarman	Abstained
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

**ITEM 9. DISCUSSION ITEM – CRA UPDATE**

Mayor Sheldon opened Item 9 up for public comment. Hearing and seeing none, Mayor Sheldon closed public comments. Director Campbell reviewed the attached slides. Vice Mayor McConnell asked the City Manager and City Attorney to still draft a letter to AT&T as previously discussed. Mayor Sheldon concurred and added he did not want to slow down the project for any contractor. Director Campbell discussed Alf Coleman being behind schedule and further discussed the limitations/requirements of an FDOT grant. Mayor Sheldon inquired as to what the City could do to help speed up the 4-6 month timeline. Director Campbell noted that the City could possibly contact FDEM. Vice Mayor McConnell noted that he did not want to leave \$1.5 million on the table and was not hopeful that DFEMA would get approvals done in a timely manner. Vice Mayor McConnell suggested focusing on Powell Adams instead. Discussion regarding Council members making phone calls to try and keep the project on time took place. Director Campbell updated Council on Segment 3 and SR 79 utility challenges and noted that he'd bring a contract back to Council on March 25<sup>th</sup> for approval. Discussion regarding the timeline took place. Director Campbell updated Council on Segment 4.1 and discussed understanding how the Outfall project would impact this segment. Discussion regarding bringing on a project manager took place. Director Campbell updated Council on Powell Adams. Mayor Sheldon noted that being 40-45 days behind was not ok for him and noted that it was the City Manager's responsibility to make sure the project goes through. Vice Mayor McConnell concurred with Mayor Sheldon. Discussion regarding availability of contractors took place.

**ITEM 10. DISCUSSION ITEM – CRA CROSSWALK PRIORITY.**

Mayor Sheldon opened Item 10 up for public comment.

Michael Steinhurst, 132 Lakeside Circle – Mr. Steinhurst ask Council to look at the crosswalks that were installed at Majestic, it does not say State Law, as it does at Laguna. Mr. Steinhurst recommended more signage and doing a public service announcement about the same.

Mayor Sheldon agreed. Vice Mayor McConnell reported that he had been requesting signs to be installed for months now, it was a priority. Councilman Jarman reported that the Chief recently received a grant for this for education which should help. Chief Whitman concurred. Mayor Sheldon closed public comments.

Director Campbell reviewed the attached Mid-block Crosswalks Priority presentation.

**ITEM 11. VICE MAYOR MCCONNELL'S APPOINTMENT TO THE ½ CENT SALES TAX COMMITTEE.**

Vice Mayor McConnell recommended appointing Mr. Brian Amador to the ½ Cent Sales Tax Committee. Councilman Jarman so moved. Councilman Chester seconded the motion. All were in favor by a roll call vote (5-0).

Vice Mayor McConnell	Aye
Councilman Jarman	Aye
Councilman Casto	Aye
Councilman Chester	Aye
Mayor Sheldon	Aye

**CITY MANAGER REPORT**

Mr. O'Rourke recognized Directors Leonard and Jenkins for working to reduce the City's flood rating from an 8 to a 5; which would provide a discount to the public on flood insurance.

**CITY ATTORNEY REPORT**

No report.

**COUNCIL COMMENTS**

Councilman Casto asked for prayers for the families who lost family members at the Capitol riots and for prayers to keep our country safe during the transition.

Councilman Jarman asked the City Manager to look at the feasibility of adding another HR/payroll assistant to help with the workload in those departments.

Mayor Sheldon asked Director Ponek to the podium. Mayor Sheldon asked to see more youth sports in the City, such as flag football. Mayor Sheldon reported he had asked for a report from the City Manager on youth sports and received only a two-paragraph summary. Mayor Sheldon noted the City could do better. Director Ponek reported on the variety of youth programs currently available to residents and organized and run by the Parks Department. Director Ponek discussed his current staffing levels. Director Ponek reported he was proud of the City's youth sports programs. Mayor Sheldon asked the City Manager for a report by the next Council meeting on how the City could do more with youth sports. Vice Mayor McConnell asked if the City could do an umpire clinic in the further. Director Ponek complimented his staff. Mayor Sheldon and Vice Mayor McConnell concurred.

**With nothing further, Mayor Sheldon adjourned the meeting by unanimous consent at 8:21 PM**

READ AND APPROVED this 25th day of March, 2021.

\_\_\_\_\_  
Mark Sheldon, Mayor  
City of Panama City Beach, Florida

ATTEST:

\_\_\_\_\_  
Lynne Fasone, MMC  
City Clerk

\* ACTION ITEMS NOTED WITH AN ASTERISK ARE TAKEN BOTH BY THE CITY COUNCIL AND THE PANAMA CITY BEACH REDEVELOPMENT AGENCY JOINTLY AND CONCURRENTLY.

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

# **PRESENTATIONS**



## ~Proclamation~

### A PROCLAMATION RECOGNIZING APRIL AS CHILD ABUSE PREVENTION MONTH

- WHEREAS,** PANAMA CITY BEACH is home to approximately 3,000 children under the age of 18 according to U.S. Census Bureau estimates; and
- WHEREAS,** THE PANAMA CITY BEACH CITY COUNCIL is committed to protecting the most vulnerable and innocent among us, and seeing that every child grows up to lead a healthy, productive life free of harm; and
- WHEREAS,** THE PANAMA CITY BEACH CITY COUNCIL recognizes that child abuse, neglect and other adverse childhood experiences can severely impact a child's lifelong health and well-being, as children who are abused may suffer physical, emotional, and psychological difficulties, as well as long-term effect of trauma; and
- WHEREAS,** THE PANAMA CITY BEACH CITY COUNCIL encourages every person to make children a top priority and to take meaningful action to support children and families in Panama City Beach; and
- WHEREAS,** THE PANAMA CITY BEACH CITY COUNCIL supports providing a safe environment, a strong support system, and nurturing experiences to children, parents and grandparents; and
- WHEREAS,** THE PANAMA CITY BEACH CITY COUNCIL will install blue lights at our front wall, and display signage and blue and silver pinwheels during the month of April to support local, state and national efforts to reduce child abuse and neglect; and
- WHEREAS,** THE PANAMA CITY BEACH CITY COUNCIL acknowledges the SkyWheel at Pier Park for supporting this cause by turning the wheel blue every Saturday during April, and encourages other businesses and residents to participate in this effort.

**NOW, THEREFORE,** on March 25, 2021, the City Council of the City of Panama City Beach on behalf of the entire community, declares April as CHILD ABUSE PREVENTION MONTH in Panama City Beach.

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**Mayor Mark Sheldon**

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**Councilman Paul Casto**

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**Councilman Phil Chester**

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**Vice Mayor Geoff McConnell**

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**Councilman Michael Jarman**





## CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

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

Mark Shaeffer, Utilities

**2. MEETING DATE:**

March 25, 2021

**3. REQUESTED MOTION/ACTION:**

Results of the revenue sufficiency (rate) study indicate that water rates should be increased 1% per year for FY 2022 through FY 2025. Similarly, wastewater rates should be increased 4% per year for this same timeframe. Water and sewer impact fees should also be increased 30.5% and 54.8% respectively.

Staff recommends Council accept the results of Raftelis' utilities revenue sufficiency and impact fee study.

**4. AGENDA:**

PRESENTATIONS

**5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:** Yes

Detailed Budget Amendment Attached: N/A

**6. IDENTIFY STRATEGIC PRIORITY:**

- Financial Health
- Quality of Life
- Economic Development

**7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?**

In August 2016, the City's rate consultant, Public Resource Management Group (now Raftelis), completed a utility rate analysis and made recommendations for the following five (5) fiscal years. Similarly, in May 2018, Public Resource Management Group also completed a review of the City's water and wastewater impact fees. Prior to this impact fee study, the fees charged had not been increased in excess of 18 years. Anticipated major capital projects needed for growth were conceptually known but outside the timeframe of the study. Both the needs for additional water storage transmission and the second wastewater treatment facility are now within the current evaluation timeframe. These are the primary drivers of the need for increasing the impact fees. If approved, water impact fees per equivalent residential connection (ERC) will increase \$170 from \$557 to \$727. The County's wholesale impact fee of \$650.50 will also be added per ERC. Similarly, wastewater impact fees would increase \$1639 from \$2989 to \$4,628.

[2021 Rate Study Impact Fee Presentation - Final v2.pdf](#)

# City of Panama City Beach

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Water and Wastewater Revenue Sufficiency and Impact Fee Study

March 25, 2021





# Agenda

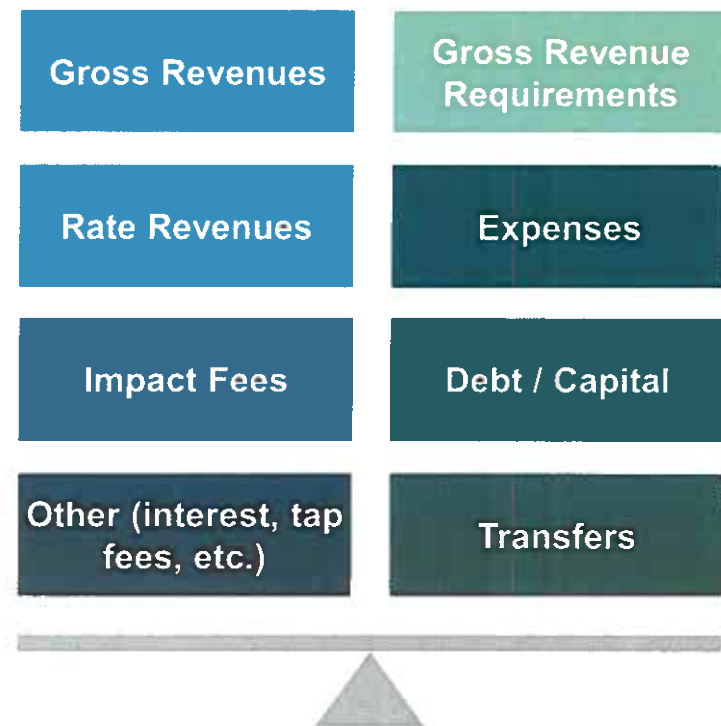
- 1. Discuss study tasks and approach**
- 2. Review major study assumptions**
- 3. Findings and recommendations**

# Revenue Sufficiency Study



# Study Tasks and Approach

- Update financial forecast to project water and wastewater system operations for Fiscal Years 2021 through 2025
- Evaluate historical trends
- Project revenues and revenue requirements
- Fund capital plan
- Evaluate cash reserves, financial performance targets, and requirements
- Determine adequacy of revenues at existing rates



# Revenues

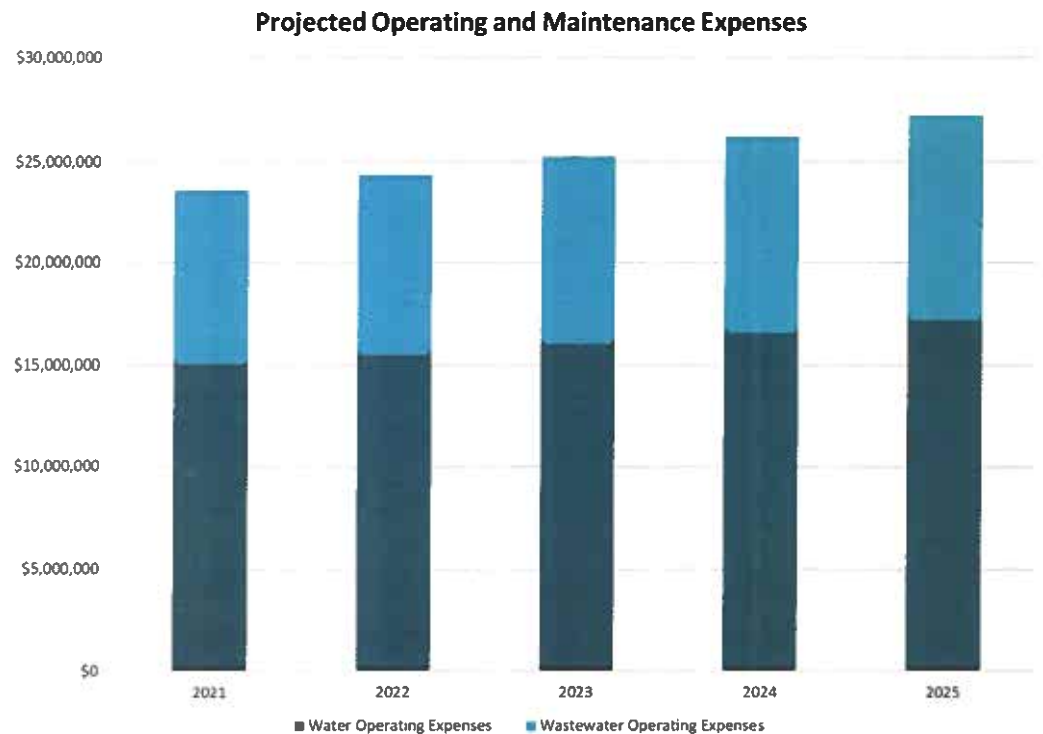
- Projected combined water and wastewater rate revenues – \$34.3 million in Fiscal Year 2021
  - › Based on actual 2020 revenues and existing rate increases effective October 1, 2020
  - › New customer growth estimated at an average of 600 accounts per year
    - Higher growth rate assumed in beginning of forecast and declines over time
- Projected miscellaneous revenues – average of \$1.1 million per year
  - › Includes interest income, tap fees, late penalties, etc.

# Operating Expenses

- Projections based on Fiscal Year 2021 budget
- Includes labor adjustments based on recently completed pay study
- Future purchased water expenses paid to Bay County based on Consumer Price Index (CPI) and growth in City water demand
- Includes an allowance for bad debt of 0.25% or approximately \$93,000 per year

# Operating Expenses (cont.)

- Assumed cost increases beyond Fiscal Year 2021 budget
  - › Labor – 4.5%
  - › Employee insurance – 6.0%
  - › Repairs and maintenance – 3.0%
  - › General inflation (CPI) – 2.1%
  - › Chemicals – 5.0%
  - › Utilities – 3.5%
- Average annual growth rate of 3.6%

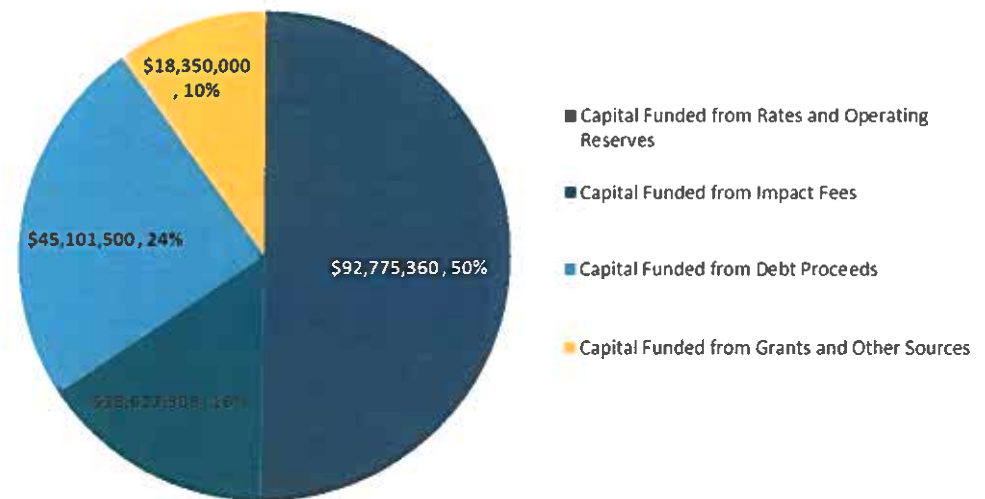




# Capital Improvement Program (CIP) and Capital Reinvestment

- Major projects include:
  - › West End storage tank and transmission
  - › Automated water meter reading and billing upgrades
  - › Grand Lagoon and Laguna Beach septic to sewer conversions
  - › Wastewater treatment plant expansion
- Annual capital funded from rates of \$3.1 million on average
- Rates and operating reserves are a major funding source of capital program
- Assumes revenue bond issue in FY 2024 to fund wastewater plant expansion
- Annual deposits to reserves for capital reinvestment of \$2.9 million on average for aging facilities
  - › Increasing deposits from \$1.7 million to \$5.1 million over forecast period to renew and replace aging facilities

Funding of Capital Plan FY21-25 - \$184.9 million  
Based on the Proposed Rates

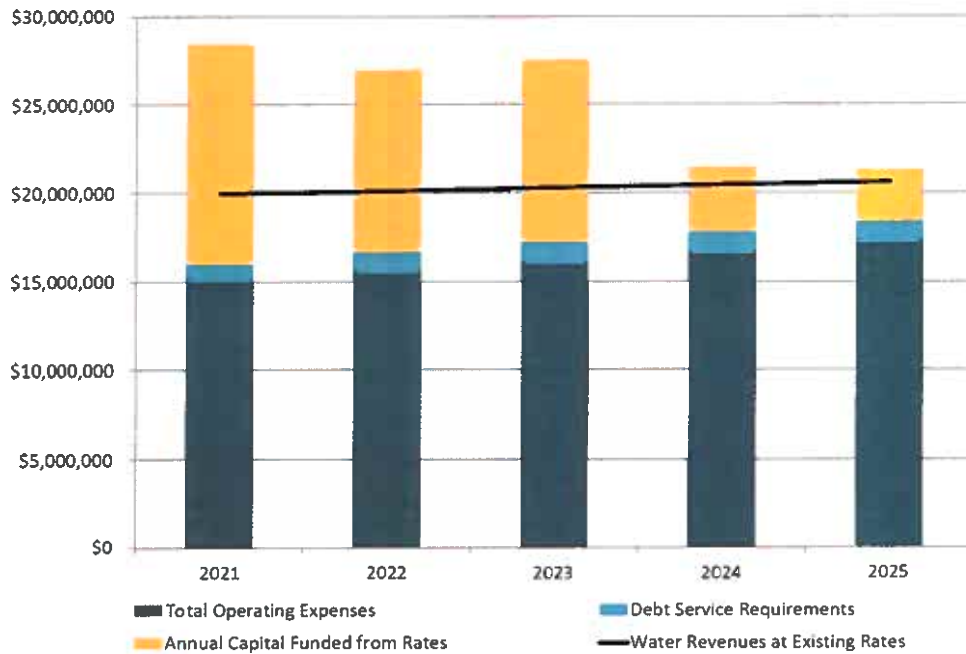


# Debt Service

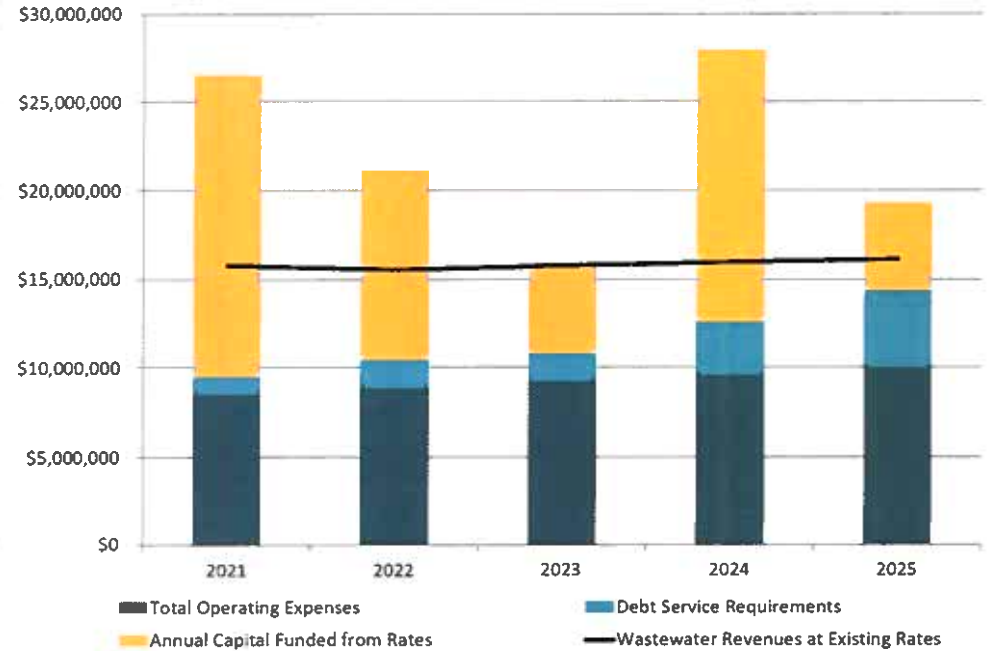
- Existing debt service payments - \$2.8 million per year
  - › Includes Utility Revenue Refunding Bonds, Series 2020A and Series 2020B
  - › City refunded the Series 2012 and 2016 Bonds to provide interest savings
- Additional indebtedness of \$46.5 million (including issuance costs) anticipated to fund wastewater plant and system expansion
  - › Partial year payments begin in Fiscal Year 2024
  - › Full annual debt service payment of \$2.7 million beginning in Fiscal Year 2025

# Adequacy of Existing Rates

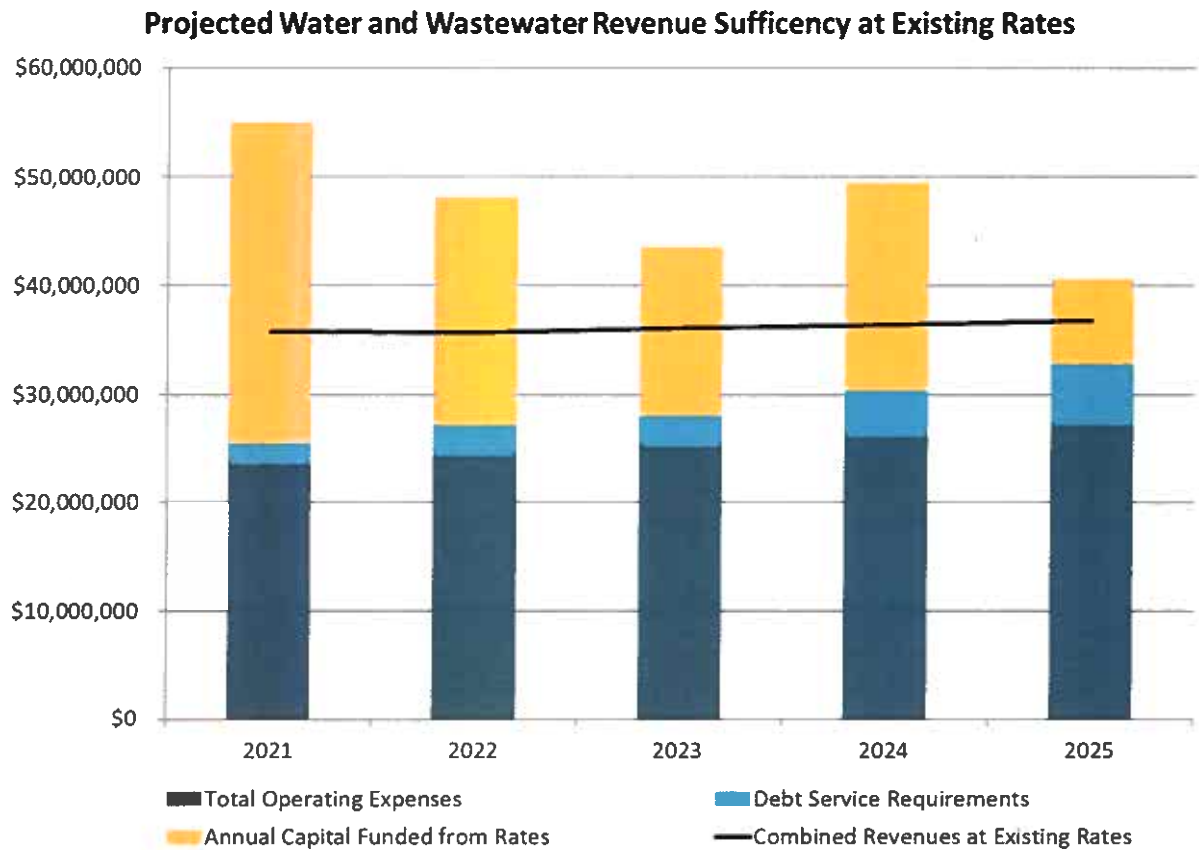
Projected Water Revenue Sufficiency at Existing Rates



Projected Wastewater Revenue Sufficiency at Existing Rates



# Adequacy of Existing Rates



# Study Goals and Considerations

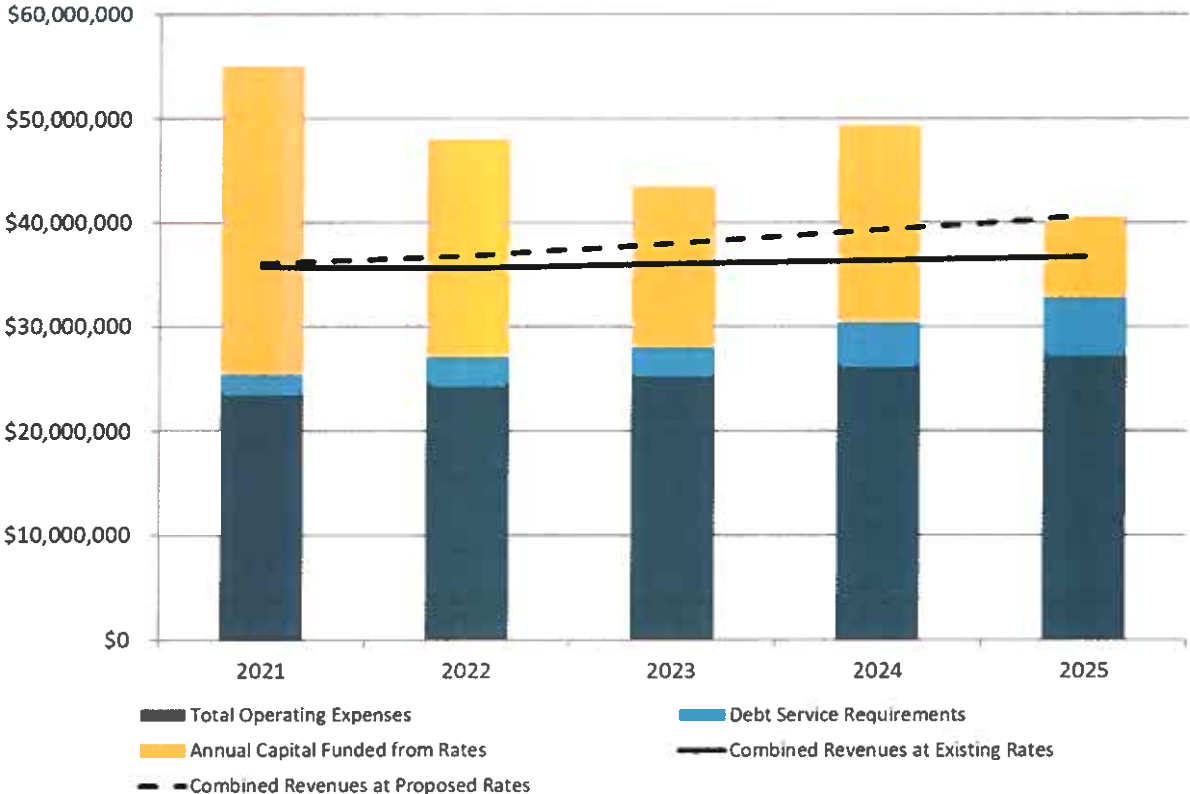
- Use existing cash reserves to fund a significant portion of the capital projects and phase in rate adjustments
  - › Maintain a minimum unrestricted cash balance target (operating and capital) of 180 days of operating expenses
- Compliance with debt service covenant
  - › 1.10x senior lien coverage
  - › 1.50x all-in coverage target

# Proposed Rate Adjustments

	2022	2023	2024	2025
Water System	1.0%	1.0%	1.0%	1.0%
Wastewater System	4.0%	4.0%	4.0%	4.0%
Effective Date	Oct. 1, 2021	Oct. 1, 2022	Oct. 1, 2023	Oct. 1, 2024

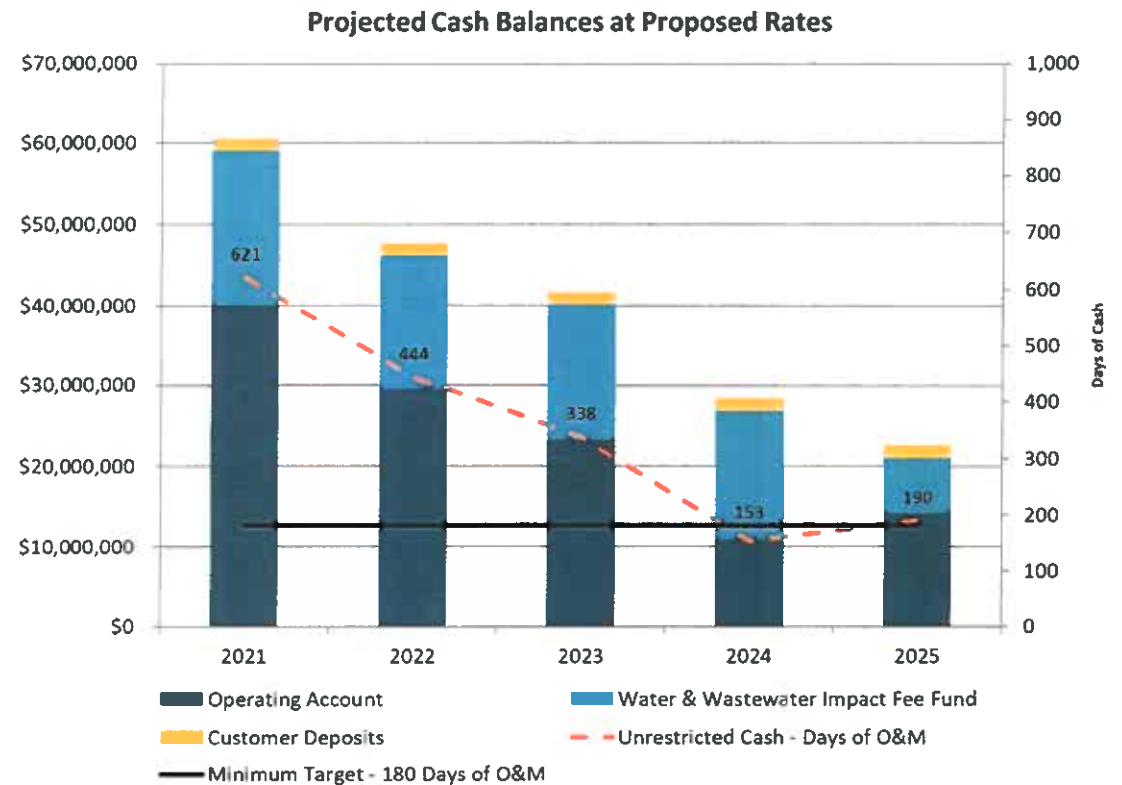
# Adequacy of Proposed Rates

Projected Water and Wastewater Revenue Sufficiency at Proposed Rates



# Projected Cash Balances

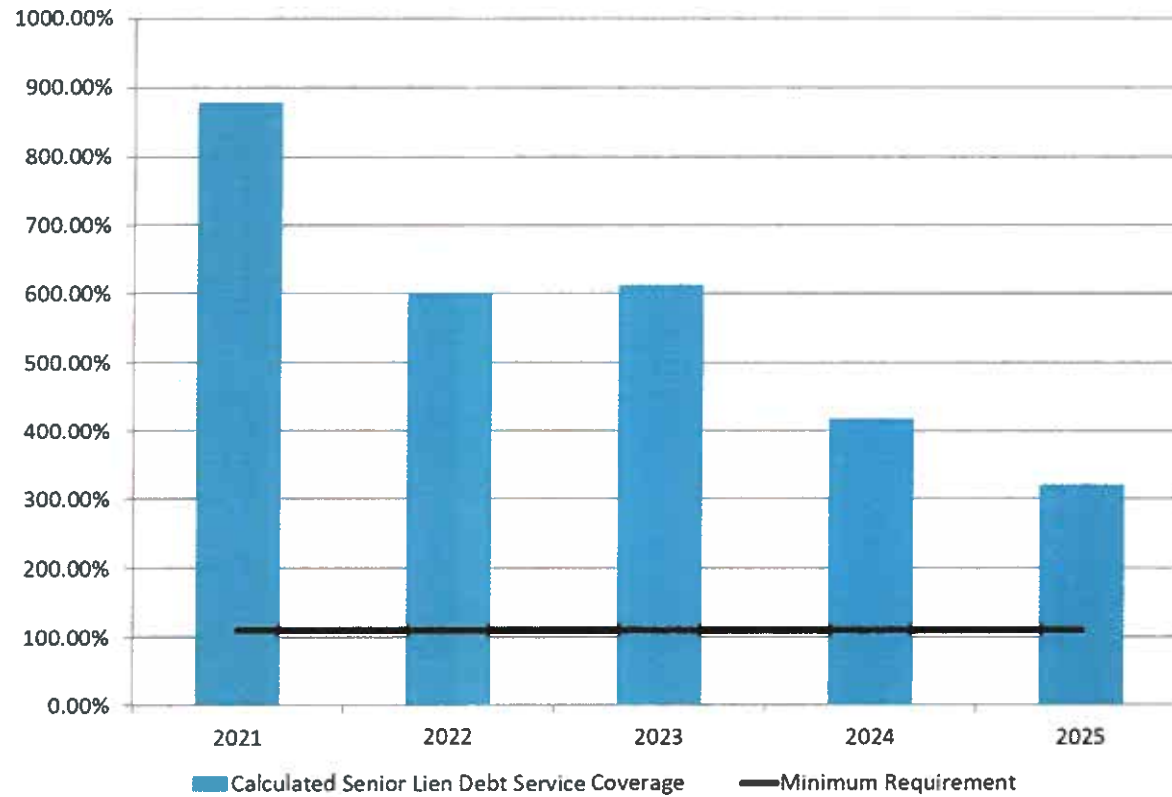
- Use of existing cash reserves to fund capital projects
- Slight decline below target in Fiscal Year 2024
- Rebound in following year





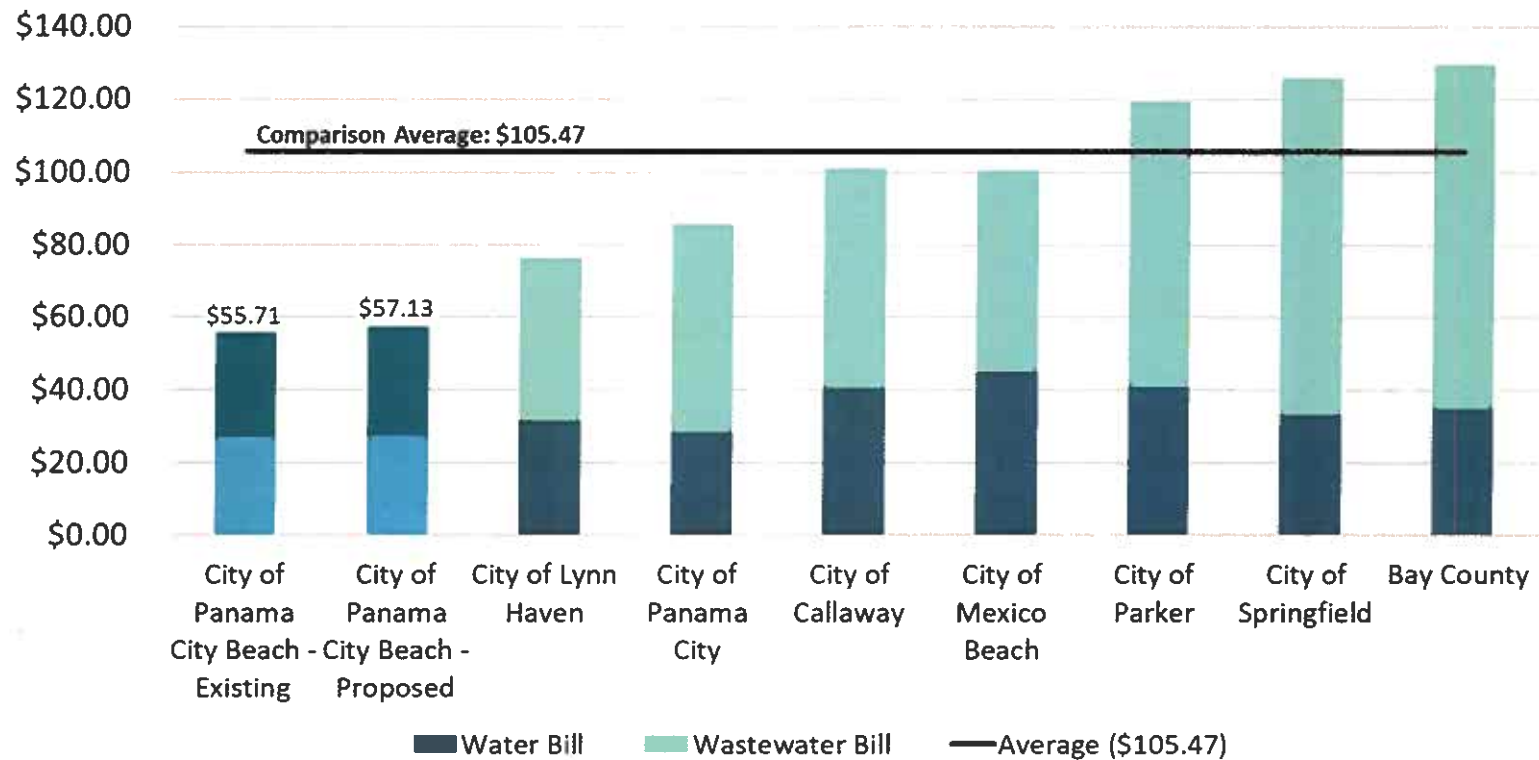
# Projected Debt Service Coverage

Projected Senior Lien Debt Service Coverage at Proposed Rates



# Rate Comparison

Average Monthly Residential Water and Wastewater Bill at 6,000 Gallons



# Conclusions and Recommendations

- The existing rates are projected to not be sufficient through Fiscal Year 2025
- Due to increasing operating costs, system renewals and replacements, and system expansions rate adjustments are proposed for Fiscal Years 2022 through 2025
  - › Water system: 1.0% per year
  - › Wastewater system: 4.0% per year
- The City Council should update this study within the next three years or when the system experiences significant changes to its operations not accounted for in this plan

# Impact Fee Study



# Purpose of the Study

- Provide the basis for proposed impact fees for utility services
  - › Water service
  - › Wastewater service

# Background

The basis for impact fees and related criteria have been developed under Florida Statutes and case law.

- Dual rational nexus
  - › Relate capital needs to growth
  - › Spend fees collected on growth-related facilities
- Revenue-producing ordinance
- Maintain separate accounting

# Background (cont'd.)

- Florida Impact Fee Act
  - › The Florida legislature created Section 163.31801 of the Florida Statutes on June 14, 2006 (amended in 2009, 2011, 2019, and 2020) governing impact fees
    - Requires the calculation of impact fees to be based on recent and localized data
    - Provides for accounting and reporting of impact fee revenues and expenditures in a separate fund
    - Limits administrative charges for the collection of impact fees to actual costs
    - Requires 90 days' notice before imposing a new or increased fee
    - Annual affidavit on compliance signed by the City

## **Background** (cont'd.)

- Impact fees should be based on the capital cost of providing service to new development
- Impact fees should be based upon reasonable level of service standards that meet the needs of the City
- Impact fees should not be used to fund deficiencies in capital needs of the City nor pay for any operating costs



## **Background** (cont'd.)

- Funding utility system growth with impact fees reduces the need for borrowing by providing an additional capital funding resource
  - › “Growth Pays for Growth”
- Proper impact fee levels reduce the burden of expansion costs on existing rate payers; however, impact fees should not create a windfall to existing users

# Fee Calculation Methodology

- Review utility fixed assets and capital program
  - › Allocate by system – water vs. wastewater
  - › Classify by function – treatment / transmission
- Review existing capacity of treatment and transmission system and historical treated flows
  - › Identify remaining capacity of existing assets to serve new growth
  - › Identify future capacity additions to serve future growth
- Identify existing levels of service
  - › Water 350 GPD / Sewer 280 GPD
- Develop fee on per ERU Basis

# Fee Calculation Methodology (cont'd.)

<b>Summary of Existing Water and Wastewater Fixed Assets [*]</b>			
<b>Fixed Assets at Historical Cost</b>			
<b>Function</b>	<b>Water</b>	<b>Wastewater</b>	<b>Total</b>
<b>Assets Included in Impact Fee:</b>			
Treatment Plant	\$0	\$52,523,041	\$52,523,041
Other Major Facilities / Lift Stations	17,805,520	16,186,928	33,992,448
Transmission	<u>9,411,446</u>	<u>23,415,626</u>	<u>32,827,072</u>
<b>Total Assets Included in Impact Fee</b>	<b>\$27,216,966</b>	<b>\$92,125,595</b>	<b>\$119,342,561</b>
<b>Assets Excluded from Impact Fee:</b>			
Distribution Lines / Collection Lines	\$12,290,954	\$25,603,653	\$37,894,607
Miscellaneous Departmental Capital	4,464,008	11,804,854	16,268,862
Other Assets	<u>0</u>	<u>0</u>	<u>0</u>
<b>Total Assets Excluded from Impact Fee</b>	<b>\$16,754,962</b>	<b>\$37,408,507</b>	<b>\$54,163,469</b>
<b>Total Fixed Assets</b>	<b>\$43,971,928</b>	<b>\$129,534,102</b>	<b>\$173,506,030</b>

[\*] Asset data as of 9/30/2020 as provided by the City.

## Fee Calculation Methodology (cont'd.)

- Total water capital improvement projects - \$54.8 million
  - › Major projects include:
    - West end transmission main – \$10.0 million
    - West end ground storage pump station and tank – \$7.3 million
    - SR-79 to west end pump station supply main – \$1.0 million
    - System extensions / loops – \$1.0 million
  - › Excluded \$43.9 million as non-growth-related, grant funded, R&R, etc. from fee calculations
  - › Net project amounts included \$10.8 million

## Fee Calculation Methodology (cont'd.)

- Total growth-related wastewater capital improvement projects – \$142.2 million
  - › Major projects include:
    - New WWTP 4 MGD phase – \$51.2 million
    - New WWTP 2 influent transmission main – \$4.0 million
    - New WWTP 2 reclaimed transmission main – \$3.3 million
    - System extensions / loops – \$1.4 million
  - › Excluded \$72.2 million as non-growth-related, grant funded, R&R, etc. from fee calculations
  - › Net project amounts included \$70.0 million

# Fee Calculation Methodology (cont'd.)

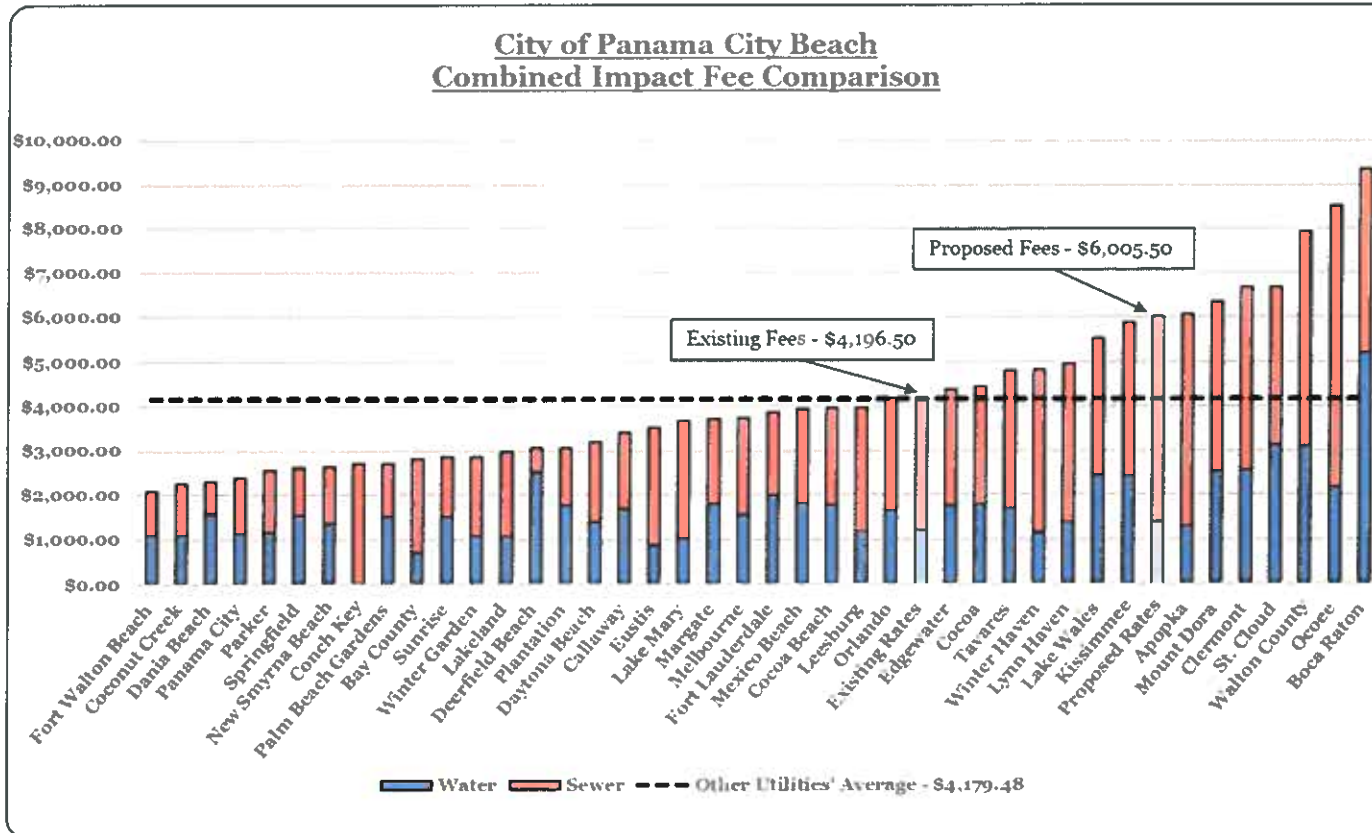
- Water system:
  - › City purchases all water from Bay County system
    - Minimum “Take or Pay” arrangement
  - › Per agreement capacity allotment increases annually
    - Capacity level by Fiscal Year 2020 of 33.8 MGD max daily flow
- Wastewater system:
  - › Wastewater plant capacity of 14.0 MGD MADF
    - Adjusted by factor of 70% to 9.8 MGD ADF to account for system peaking (peaking factor of approximately 1.4)
  - › Estimated average wastewater daily flows are 7.1 MGD ADF
  - › Estimated remaining capacity is 27.7% or 2.7 MGD ADF
  - › WWTP Expansion of 4.0 MGD MADF
    - Adjusted by peaking factor to 2.8 MGD ADF

# Existing and Proposed Fees

Description	Level of Service (per ERC)	Existing Impact Fee	Proposed Impact Fee	\$ Increase / (Decrease)	% Increase / (Decrease)
Water [*]	350 GPD	\$557.00	\$727.00	\$170.00	30.5%
Wastewater	280 GPD	<u>2,989.00</u>	<u>4,628.00</u>	<u>1,639.00</u>	<u>54.8%</u>
Total	N/A	\$3,546.00	\$5,355.00	\$1,809.00	51.0%

[\*] Additional charge of \$650.50 is added to this amount for Bay County's Wholesale Water Impact Fee.

# Impact Fee Comparison



[\*] Fees shown above for the City include Bay County's Wholesale Water Impact Fee of \$650.50.



# Recommendations

- Adopt proposed impact fees
- Review fees periodically (every 3-5 years) to reflect updated:
  - › Development trends
  - › Capital needs
- Maintain separate accounting for collection and usage of fees
- 90-day grace period from City approval to effective date



# Thank you!

**Contact:** Henry Thomas  
407 628 2600 / [hthomas@raftelis.com](mailto:hthomas@raftelis.com)

Q&A



## ***CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY***

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

David Campbell, Community Redevelopment Agency

**2. MEETING DATE:**

March 25, 2021

**3. REQUESTED MOTION/ACTION:**

Discussion

**4. AGENDA:**

PRESENTATIONS

**5. IS THIS ITEM BUDGETED  
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

**6. IDENTIFY STRATEGIC PRIORITY:**

Transportation

**7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?**

CRA Status Update March 25, 2021

[CRA Status 032521.pdf](#)

PLANT SCHEDULE

TREES



COMMON NAME

- Lavender Grape Myrtle
- White Grape Myrtle (Full-Trunk)
- Crape Myrtle Coral Pink
- Japanese Privet
- Southern Magnolia
- Miss Chloe Southern Magnolia
- Bald Cypress
- Sabal Palm
- Mexican Fan Palm

SHRUBS



COMMON NAME

- Japanese Sago Palm
- Mock Orange
- Yew Pine

# CRA STATUS UPDATE

## MARCH 25, 2021

SHRUB AREAS



COMMON NAME

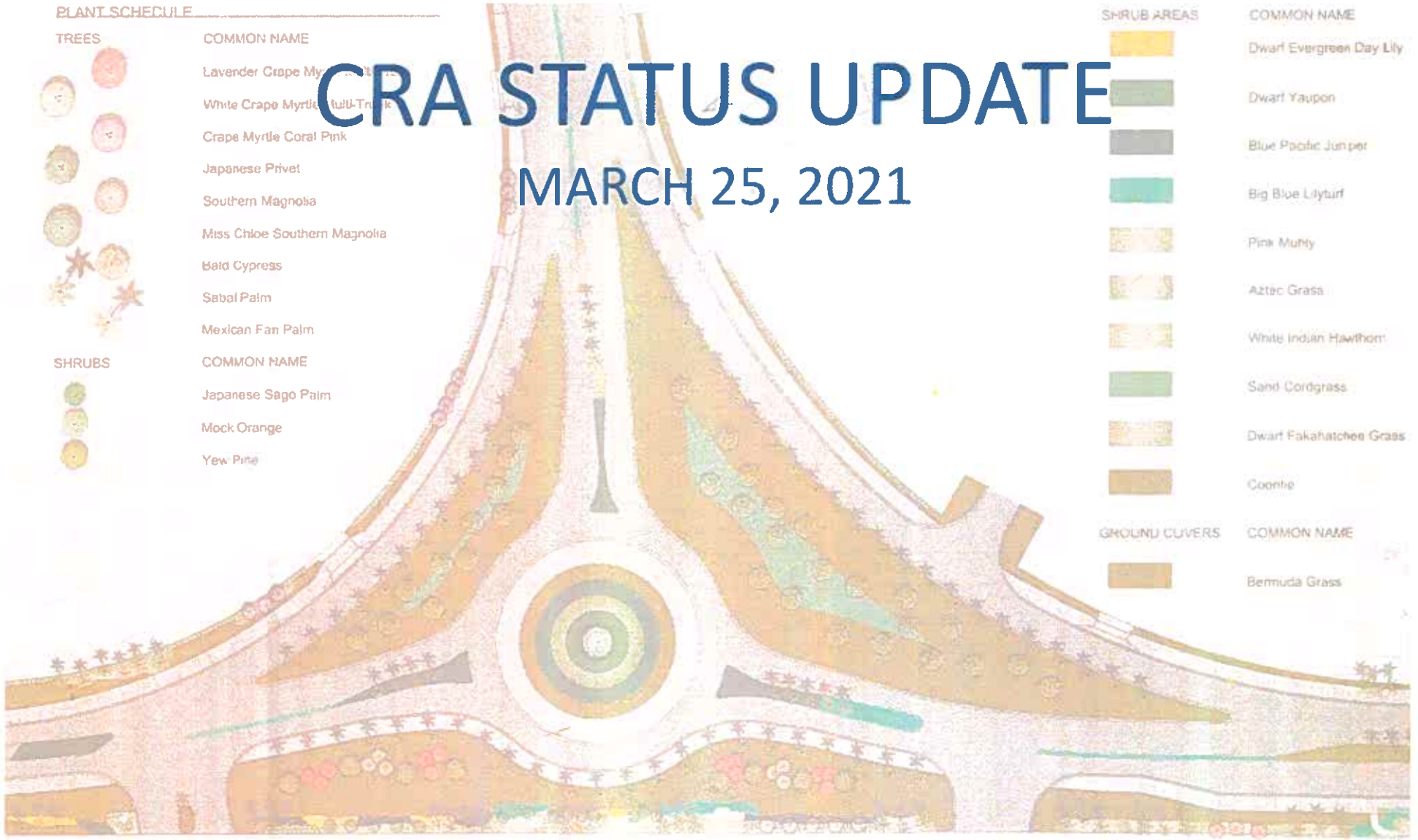
- Dwarf Evergreen Day Lily
- Dwarf Yaupon
- Blue Pacific Juniper
- Big Blue Lilyturf
- Pink Muhty
- Aztec Grass
- White Indian Hawthorn
- Sand Cordgrass
- Dwarf Fakahatchee Grass
- Coontie

GROUND COVERS



COMMON NAME

- Bermuda Grass





Front Beach Road Segment 3/SR79

Project Bid – March 17, 2021

Begin construction May 2021

18-month construction schedule – Substantial completion November 2022

Construction Cost - \$28,003,403



Sowell Adams Road and Front Beach Road Intersection

Project Bid – April 7, 2021

Begin construction May 2021

12-month construction schedule – Substantial completion May 2022

Opinion of Probable Construction Cost - \$4,270,000



Alf Coleman - From PCB Parkway to Hutchison Blvd.

Project Advertise for Bid – April 2021

Estimated Time to Receive \$1.5MM Grant – June 2021

Begin construction June 2021

12-month construction schedule – Substantial completion April 2022

Engineer's Opinion of Probable Construction Cost - \$2,228,728.30





Front Beach Road Segment 4.1- From Lullwater Drive to Hills Road

- Project at 80% design – Coordinating right of way, Temporary construction easements, Drainage outfall project
- Public Information Meeting – April 27, 2021 – 6pm – Lyndell Conference Center
- Outfall Project Coordination has delayed design completion 8-12 weeks
- Target Bid Date – October 2021
- Begin construction December 2021
- 24-month construction schedule – Substantial completion December 2024
- Opinion of Probable Construction Cost - \$31,500,000



### Front Beach Road Segment 4.2- From Hills Road to Hutchison Blvd

- Project at 30% design – Coordinating right of way, Temporary construction easements
- Coordinating with Bid A Wee Association
- Bid Date – January 2022
- Begin construction February 2022
- 24-month construction schedule – Substantial completion December 2024
- Opinion of Probable Construction Cost - \$32,900,000



Front Beach Road Segment 4.3- From Hutchison Blvd to Richard Jackson Blvd – 1.81 Miles

- RFQ for Professional Design and Engineering Services – February 2021
- Selected firm to City Council for approval – April 8, 2021
- Complete Design – April 2023
- Begin construction August 2023
- 36-month construction schedule – Substantial completion August 2026
- Opinion of Probable Construction Cost - \$38,000,000



## Front Beach Road Segment 2

- AT&T issued the work order to their contractor for Segment 2 conversions and removal of their lines.
- Once their contractor's schedule is determined, staff will update Council.
- Once all poles are clear, Gulf Power will be notified to remove the poles.
- GAC will complete sidewalk panels and remaining lighting.

## ADDITIONAL CRA PROJECTS



### MEDIAN AND TURN LANE IMPROVEMENTS AT N. RJB.

Task Order released to Panhandle Engineering – March 15, 2021

80 Design



### ▪ FDOT MEDIAN IMPROVEMENTS ON PCB PKWY.

FDOT to release the project for construction next month

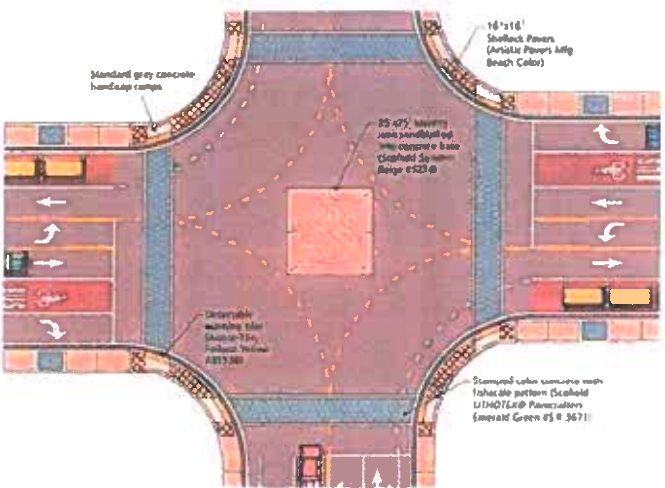
Begin Construction TBD – FDOT will notify staff of schedule

Advertise RFQ for Professional Construction Engineering and Inspection Services for the remaining FBR Projects – May 2021

Advertise RFQ for Front Beach Road Parking Study – April 6, 2021

# CRA DESIGN GUIDELINES UPDATE RECOMMENDATIONS

FIGURE 6  
PRIMARY/SIGNALIZED INTERSECTION DESIGN



1. REMOVE CENTER ICON FROM INTERSECTIONS
2. CROSSWALKS TO BE LIGHT BLUE – RETROFIT CROSSWALKS IN SEGMENT 1, 2 AND S. THOMAS DRIVE TO MATCH

Section 4 - Pedestrian Sidewalks

FIGURE 15  
SIDEWALK MATERIALS

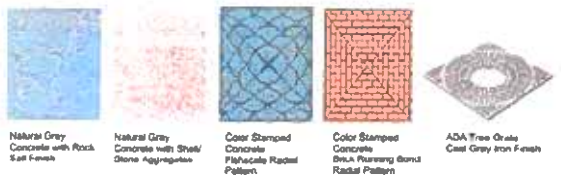
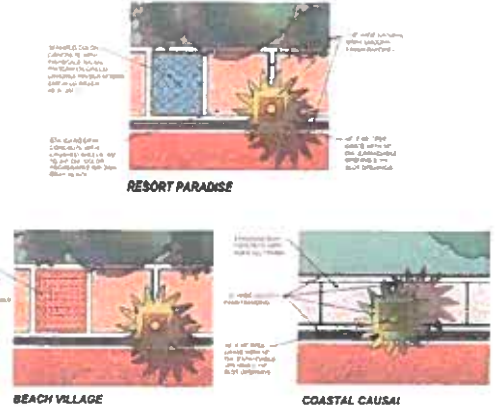


FIGURE 16  
SIDEWALK DESIGNS

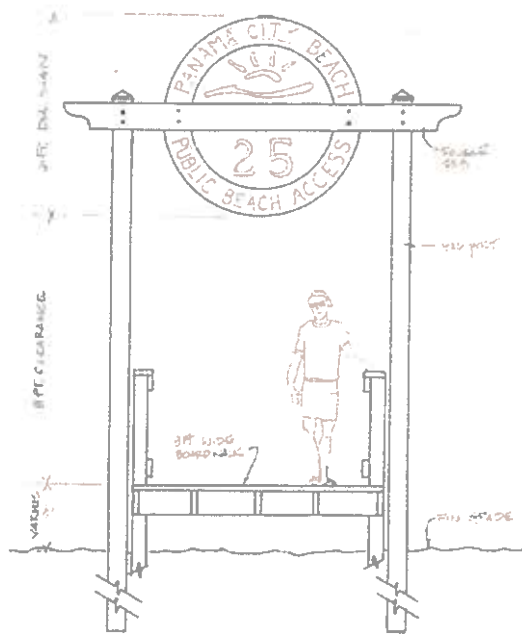


PALM BEACH COUNTY COMMUNITY REDEVELOPMENT DISTRICT  
FRONT BEACH ROAD STREETSCAPE DESIGN GUIDELINES MANUAL  
October 2008

SIDEWALK PANELS TO MATCH SEGMENT 1 AND 2 AND SOUTH THOMAS DRIVE

# CRA DESIGN GUIDELINES UPDATE RECOMMENDATIONS

FIGURE 18  
BEACH ACCESS SIGN



BEACH ACCESS SIGNS TO MATCH CURRENT SIGNS

# CRA DESIGN GUIDELINES UPDATE RECOMMENDATIONS

## Light Fixture:

GE15DHPMA1BSHAN S-67506

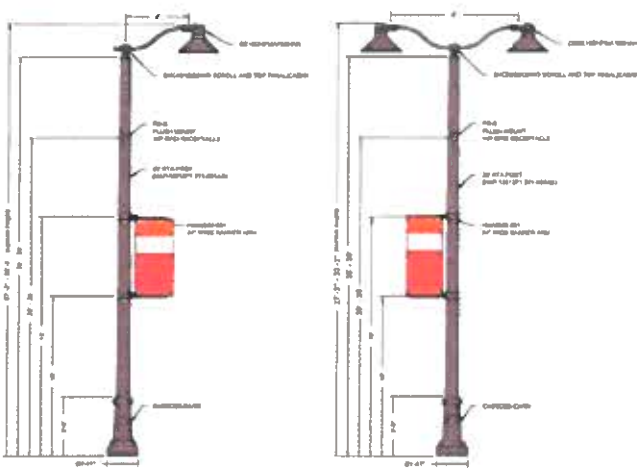
### 2. PLACEMENT

The light poles shall be installed approximately 120' on center at back of sidewalk, as determined by the lighting engineer.

### 3. INSTALLATION

The lighting assembly and in-ground installation shall be per manufacturer's specifications.

FIGURE 23  
ROADWAY LIGHTS



**SINGLE ASSEMBLY**  
25' Light Poles Along Roadway  
30' Light Poles At Street Intersections  
(Use only if conflict between the Twin Assembly and the intersection signalization)

**TWIN ASSEMBLY**  
25' Light Poles Along Roadway  
30' Light Poles At Street Intersections

1. LIGHTING STYLE TO REMAIN THE SAME
2. UPDDATE TO REFLECT LED FIXTURES
3. UPDATE TO REFLECT SMART POLE
4. UPDATE TO REFLECT PROTECTIVE COATING



### CAMERAS

Data management  
Multiple sensors



### COMMUNICATIONS

Billboards  
Hyperlocal content push  
Parking availability detection



### SECURITY

Panic button  
360 camera surveillance  
Lighting control  
Crowd control



### GFCI AND USB RECEPTACLES

GFCI and USB connectors



### CHARGING STATION

Electric mobility management

SMART POLES ALLOW FLEXIBILITY TO ADD CAMERAS, SMALL BILLBOARDS, PANIC BUTTONS, GFCI AND USB CONNECTORS, BENCHES AND CHARGING STATIONS.



# CRA DESIGN GUIDELINES UPDATE RECOMMENDATIONS

Section 12 - Identity Icon and Public Storage

FIGURE 35  
PUBLIC SIGNAGE & KIOSKS (continued)

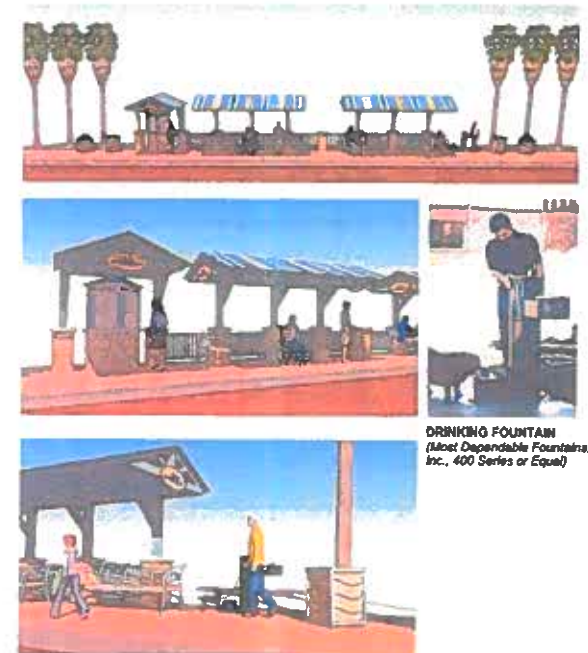


**SIGN STANDARDS**  
SPECIAL SIGN STANDARDS HAVE NOT  
BEEN USED ON PREVIOUS CRA  
PROJECTS

**TRANSIT SHELTERS**  
SPECIAL TRANSIT SHELTERS HAVE  
NOT BEEN USED ON PREVIOUS CRA  
PROJECTS

Section 13 - Transit System

FIGURE 36  
TRANSIT SHELTER



THE CRA ADVISORY COMMITTEE RECOMMENDS HIRING A CONSULTANT TO UPDATE THE CRA DESIGN GUIDELINES TO INCORPORATE THE SELECTED CHANGES AND MAKE RECOMMENDATIONS ON OTHER CHANGES SUCH AS THE SPECIAL SIGNAGE AND TRANSIT SHELTERS.

# **CONSENT AGENDA**

## **ITEM #1**



## ***CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY***

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

Wayne Maddox, Police

**2. MEETING DATE:**

March 25, 2021

**3. REQUESTED MOTION/ACTION:**

Approval to purchase equipment install services from HG2 Emergency Lighting.

**4. AGENDA:**

CONSENT AGENDA

**5. IS THIS ITEM BUDGETED  
(IF APPLICABLE)?:** Yes

Detailed Budget Amendment Attached: N/A

**6. IDENTIFY STRATEGIC PRIORITY:**

Public Safety

**7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?**

We respectfully request the Council's approval to purchase equipment install services from HG2 Emergency Lighting. This service is necessary to equip vehicles with equipment needed to perform the duties of the Police Department. Bids were received for this service and HG2 Emergency Lighting was the lowest bidder at a cost of \$64,078.00.

[Res 21-116.PD Fleet Vehicle Equipment Installation.pdf](#)  
[20210303151501968.pdf](#)

**RESOLUTION 21-116**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH HG2 EMERGENCY LIGHTING LLC FOR THE INSTALLATION OF EQUIPMENT ON POLICE VEHICLES FOR THE BASIC AMOUNT OF \$64,078.00.**

**BE IT RESOLVED** that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and HG2 Emergency Lighting LLC, relating to the installation of equipment on police vehicles, in the basic amount of Sixty Four Thousand, Seventy Eight Dollars (\$64,078.00), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

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

**PASSED** in regular session this \_\_\_\_ day March, 2021.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mark Sheldon, Mayor

**ATTEST:**

\_\_\_\_\_

Lynne Fasone, City Clerk

Drew R. Whitman  
Chief of Police



Chad Lindsey  
Deputy Chief of Police



**"Dedicated To Excellence"**

17115 Panama City Beach Parkway, Panama City Beach, Florida 32413

Phone: (850) 233-5000

www.beachpolice.org

March 3, 2021

Chief Drew Whitman

**RE: Request Bid Award (Vehicle Equipment Installs)**

On Tuesday March 2, 2021, bids were opened for vehicle equipment installs. There were (2) two companies who submitted bids. HG2 Emergency Lighting and Prologic ITS. A committee was formed consisting of Lieutenant Clayton Jordan, Lieutenant Will Bruhmuller, Lieutenant Christopher Boyer, Sergeant Nicholas Tomlinson, and myself. Each officer was given the bids and we met later in the afternoon to discuss and make recommendations. The following was the total cost from each company

<u>Company</u>	<u>Total</u>
Prologic ITS	\$97,498.10
HG2 Emergency Lighting	\$64,078.00

Prologic ITS did not include graphics which would cause additional costs to the agency. After review of the bids by the committee, it was a unanimous decision to recommend HG2 Emergency Lighting based off of total cost. If I can assist in any other way please let me know.

*Wayne Maddox*  
Captain Wayne Maddox  
Field Services Commander

Captain Wayne Maddox  
Field Services

Captain Jason Jones  
Criminal Investigations

Captain Richard McClanahan  
Administration Division

**Response To**

**GCOPY**

**Bid**

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**POLICE FLEET VEHICLE  
EQUIPMENT INSTALL SERVICES**

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**For**

**THE CITY OF PANAMA CITY BEACH**



**Panama City Beach**

**Date Due: March 3, 2021**

**Time Due: 10:00 AM**

**Submitted By**

**ProLogic ITS**

106 North Point Pkwy  
Building 2, Suite 350  
Acworth GA, 30102

866-923-0513

[www.prologicits.com](http://www.prologicits.com)



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## Letter of Transmittal

March 3, 2021

City of Panama City Beach City Hall  
17007 Panama City Beach Parkway  
Panama City Beach, FL 32413

ATTN: Captain Wayne Maddox

Subject: RFB Police Fleet Vehicle Equipment Install Services

Dear Captain Maddox,

ProLogic ITS, LLC is known across the country as an end-to-end solution provider. We design and build solutions based on industry-standard technology platforms and related value-added services. Our turn-key business model meets the specific needs of our customers while providing cost-effective solutions designed to provide excellent performance with a lower overall cost of ownership.

With ProLogic, the idea is simple; we have Proven Success for over eight years. From tried-and-true solutions to today's cutting-edge advancements in technology, ProLogic brings together all the elements you need and expect from a trusted source for first responder products, services, and overall solutions. At ProLogic, integrity is crucial to our mission. We act with honesty and adhere to the highest standards of ethical values through our employees' professional behavior.

The City of Panama City Beach Police Department will benefit from ProLogic ITS' extensive experience in the upfitting of first responder vehicles. ProLogic ITS has provided upfitting/retrofitting product, installation, and warranty services for several thousand emergency response vehicles. We have a proven track record for on-time product delivery and installation for upfitting of cars, SUVs, vans, and assault vehicles for first responders across the United States. Our mission is to be your upfitting partner of choice by completing your orders in a timely manner to enable your officers to be back on the road quickly. Our references will attest to our ability and service.

Knowing you've got the right partner provides peace of mind. We are proud of the work we do and will support your request for a lifetime labor warranty with mobile service on-site repair and a lifetime warranty on the window tint. All custom lighting products will have a 10 year unconditional warranty for physical damage and workmanship with a 10 year buy back program.

Our proposal and all quotes herein are valid for six months from award as requested in the invitation to bid. If any changes are made to this proposal, then all prices should be considered void unless otherwise authorized in writing by the signer of this proposal.

Sincerely,



Paul Sprayberry  
Managing Partner  
106 North Point Pkwy  
Building 2 Suite 350  
Acworth, GA 30102  
Phone: (866) 923-0513, Ext. 702  
[www.prologicits.com](http://www.prologicits.com)



**Panama City Beach Police Department 2021 Vehicle Bid Specs**

**7 Marked Patrol Units 2021 Chevy Tahoe**

<b>Items for Marked Patrol</b>	<b>Description</b>	<b>Part Number</b>	<b>Pricing (7 Vehicles)</b>
Lightbar	Whelen 48" Legacy WeCan Lightbar Blue/Blue with Alleys and Takedown	IG8BB-BB	\$15,645.35
Light Controller	Whelen Light & Siren Controller	295SLSA6	\$2,286.06
Speaker	HG2 Emergency Lighting Low Profile 100-Watt Speaker <b>Substitute: Whelen Speaker and Bracket</b>	HG2100WSP-LP  SA315P	\$903.42
Side Runners	HG2 Emergency Lighting 68" Blue/Blue Side Runner Lights	HG22PC68BB-2021TAH	\$5,405.12
Rear Window Lights	HG2 Emergency Lighting Rear Visor with Back Firing Lights One Piece	HG2RWI2021TAH	\$7,209.23
Rear Cargo Window Lights	HG2 Emergency Lighting Rear Side Cargo Window Lights	HG2QTRPNL2021TAH-BB	\$5,044.27
Rear License Plate	HG2 Emergency Lighting Crossfire License Plate Frame Rear	HG2CROSSFIRE-BB	\$3,456.67
Front License Plate	HG2 Emergency Lighting Crossfire License Plate Frame Front	HG2CROSSFIRE-BB	\$3,456.67
Grill Lights	HG2 Emergency Lighting Blue/Blue Grill Lights	HG2GRLI2021TAH-BB	\$4,322.64
Wig-Wag	HG2 Emergency Lighting Wig Wag Front & Rear	HG2WGWG-2021TAH	\$2,807.21
Strobe Lights	HG2 Emergency Lighting LED Strobe in Headlight & Tail Lights Blue Qty: 4	HG2STB-BB	\$10,824.52
Rear Transport Seat	Rear Transport Seat	QK0494ITU20	\$4,146.03
Prisoner Partition	Prisoner Partition 10XL with Chicago Grill	PK1125ITU20TM	\$4,193.63
Rear Cargo Divider	Rear Cargo Divider 12VS	PK0136ITU202ND	\$2,285.29
Window Bars	Steel Window Bars	WK0514ITU20	\$1,283.38
Door Panels	TPO Door Panels Pair	DK0100ITU20	\$1,283.38
Thor Power Inverter	Thor Power Inverter (750 W)	TH750	\$357.35

Stinger Flashlight Charger	Stinger Flashlight Charger	SL75100, SL22050	\$168.07
Gun Rack	Setina T-Rail Mount 1-Standard Shotgun Lock, 1 Standard Rifle	GK11191B1SSSCA	\$4,479.86
Center Console/Laptop Motion	Center Console with Cupholder, Arm Rest and Mongoose Motion Device	7170-0734-04	\$2,934.54
Laptop Docking Station	Gamber Johnson Notepad V	7160-0250	\$1,346.80
Window Tint	Window Tint 2 Front Windows & Front Strip	WINDTNT	\$1,400.00
	Lifetime Warranty on Window Tint and Workmanship		INCLUDED Non-Transferrable
Delivery	Delivery	Delivery	\$1,750.00
Graphics	Vehicle Graphics	VEH-DCL	NO BID
Warranty	1. All Custom Lighting Products to have 10 Year Unconditional Warranty to Include Physical Damage and Workmanship. 2. Installation must be lifetime labor Warranty with Mobile Service Repair onsite for Panama City Beach Police Dept. 3. Lifetime Warranty on Window tint		1. Agreed 2. Agreed 3. Agreed
Equipment Buy Back	All Custom Lighting Products must have a 10 year Buy Back Program with credit Issued to agency annually.	Agreed--Product must be operable and in good sound condition. All products will be tested and then graded for maximum return value to our customers.	
		Labor	\$9,723.00
		Total Package Price	\$94,962.49
	*Shipping for parts only	Shipping	*\$2,535.61
		Discount	INCLUDED
		Total Price w/Shipping of Parts	\$97,498.10
		# of Vehicles	Total Price
	**Includes shipping of parts and delivery of 7 vehicles to customer location	7	**\$99,248.10
***Shipping charges cannot be averaged and vary by quantity.			
	***Total Price for 7 vehicles: parts, shipping, and installation. Does not include delivery of vehicles.	Total Price	\$97,498.10
	***Total Average for 7 vehicles: parts, shipping, and installation. Does not include delivery of vehicles.	Average Price Per Vehicle	\$13,928.30

# ProLogic ITS

**ProLogic ITS**  
 106 Northpoint Parkway  
 Acworth, Georgia 30102  
 United States  
 (P) 866-923-0513

## Quotation (Open)

<b>Date</b> Dec 29, 2020 12:27 PM EST
<b>Modified Date</b> Feb 26, 2021 12:01 PM EST
<b>Doc #</b> 16814 - rev 1 of 1
<b>Description</b> Marked Patrol Units 2021 Chevy Tahoe
<b>SalesRep</b> Madsettl, Jessica (P) 8669230513
<b>Customer Contact</b> Maddox, Wayne wmaddox@beachpolice.org

**Customer**  
 Panama City Beach PD (PC1553)  
 Maddox, Wayne  
 17115 Panama City Beach Pkwy  
 Panama City Beach, FL 32413  
 United States

**Bill To**  
 Panama City Beach PD  
 Payable, Accounts  
 17115 Panama City Beach Pkwy  
 Panama City Beach, FL 32413  
 United States

**Shp To**  
 Panama City Beach PD  
 PO, REF  
 17115 Panama City Beach Pkwy  
 Panama City Beach, FL 32413  
 United States

<b>Customer PO:</b>	<b>Terms:</b> Undefined	<b>Shp Via:</b> UPS Ground
<b>Special Instructions:</b>		<b>Carrier Account #:</b>

#	Description	Part #	Qty	Unit Price	Total
1	Whelen 8-Head Lightbar, Blue	IG8BB-BB	7	\$2,235.05	\$15,645.35
2	Whelen Siren & Light Controller	295SLSA6	7	\$326.58	\$2,286.06
3	Whelen Speaker and Bracket	SA315P	7	\$129.06	\$903.42
4	HG2 Emergency Lighting 68" Blue/Blue Side Runner Lights	HG22PC68BB- 2021TAH	7	\$772.16	\$5,405.12
5	HG2 Emergency Lighting Rear Vlsor with Back Firing Lights One Piece	HG2RWI2021TAH	7	\$1,029.89	\$7,209.23
6	HG2 Emergency Lighting Rear Side Cargo Window Lights	HG2QTRPNL2021TAH- BB	7	\$720.61	\$5,044.27
7	HG2 Emergency Lighting Crossfire License Plate Frame Rear	HG2CROSSFIRE-BB	7	\$493.81	\$3,456.67
8	HG2 Emergency Lighting Crossfire License Plate Frame Front	HG2CROSSFIRE-BB	7	\$493.81	\$3,456.67
9	HG2 Emergency Lighting Blue/Blue Grill Lights	HG2GRLI2021TAH-BB	7	\$617.52	\$4,322.64
10	HG2 Emergency Lighting Wig Wag Front & Rear	HG2WGWG-2021TAH	7	\$401.03	\$2,807.21
11	HG2 Emergency Lighting LED Strobe in Headlight & Tail Lights Blue	HG2STB-BB	28	\$386.59	\$10,824.52
12	Setina Full COVER Transport Seat TPO Plastic With Center Pull Seat Belts	QK0494ITU20	7	\$592.29	\$4,146.03
13	Setina #10XL C Horizontal Sliding Window Uncoated Polycarbonate With Expanded Metal Window Security Screen XL Panel Partition TM (Tail Man)	PK1125ITU20TM	7	\$599.09	\$4,193.63

#	Description	Part #	Qty	Unit Price	Total
14	Setna Cargo Area Rear Partiton #12VS Stationary Window Coated Polycarbonate *FOR USE WITH: -2nd Row Seat	PK0316ITU202ND	7	\$326.47	\$2,285.29
15	Setna Window Barrier VS Steel Vertical	WK0514ITU20	7	\$183.34	\$1,283.38
16	Setna Door Panel VS TPO Plastic Black Installs Over OEM Door Panels	DK0100ITU20	7	\$183.34	\$1,283.38
17	THOR THOR 800 Watt Power Inverter with USB 2.1	THMS800-PPI	7	\$51.05	\$357.35
18	SteamLight Charger Base for Stinger Flashlight.	SL75100	7	\$15.16	\$106.12
19	SteamLight Direct Wire	SL22050	7	\$8.85	\$61.95
20	Setna Dual T-Rail Mount 1 Small 1 1082E Blac-Rac, Trigger Guard and Receiver ***NEW COLD WIRE TECHNOLOGY INCLUDED*** SOLD SEPARATELY Momentary Switch, Required if NOT wiring into Smart Siren Controller	GK11191B1SSSCA	7	\$639.98	\$4,479.86
21	Gamber Johnson 2020+ Ford Police Interceptor® Utility Low Profile Console Box with Cup Holder, Rear Armrest, and Mongoose® Kit	7170-0734-04	7	\$419.22	\$2,934.54
22	Gamber Johnson NotePad™ V Universal Computer Cradle	7160-0250	7	\$192.40	\$1,346.80
23	Window Tint Tinting Service of 2 front windows for 2021 Tahoe	TINT	7	\$200.00	\$1,400.00
24	ProLogic Professional Services Includes Delivery of (7) Vehicles to (1) Customer Location	DELIVERY	7	\$250.00	\$1,750.00
25	ProLogic Professional UpFitting Service Installation includes the list of items mentioned herein. All other parts and or equipment not listed will be subject to additional installation fees.	PROLOGICSVCS	7	\$1,389.00	\$9,723.00

<b>Subtotal:</b>	<b>\$96,712.49</b>
Tax (0.000%):	\$0.00
Shipping:	\$2,535.61
Misc:	\$0.00
<b>Total:</b>	<b>\$99,248.10</b>

Payment Terms: Net 30 Days.

After 30 days, unpaid balances are subject to a 1.5% handling fee per month (18% annual).  
Warranty covers manufacturer defects only, excluding battery defects, unless explicitly stated herein.  
Dual-signed Scope of Work will be required prior to placing initial order.

Prices and tax rates are valid in the U.S only and are subject to change. Taxes represented in quotes are estimates and may vary from taxes reflected on invoice (based on physical ship-to address).

Sales/Use tax is a destination charge (i.e., based on physical ship-to address on purchase order). Please indicate your taxability status on your PO. If you are tax exempt, please include proper documentation. If you are not tax exempt, please calculate and include all applicable tax on your PO.

Hardware cancellations may be subject to up to a 50% restocking fee.

See Terms and Conditions at [www.prologics.com/terms-conditions/](http://www.prologics.com/terms-conditions/)

Quotes are valid for 30 days only and are subject to change without notice due to the imposition of new trade tariffs.

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## ProLogic ITS References

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### **Georgia State Patrol & DOT**

Eric Kent  
Fleet Manager  
959 United Ave SE, Atlanta, GA 30316  
Phone: (404) 624-7228  
Cell: (404) 275-7203  
Email: [ekent@gsp.net](mailto:ekent@gsp.net)  
Estimated 100+ Patrol Vehicles (Ongoing Installation)

Scope of work includes: Installation of Havis Mount, Brother Printer, Jotto Console, Jotto Cage, Jotto Gun Rack, Motorola Radio, Whelen Light Bar, Whelen Control Head, Code 3 Siren, In Car modem, WatchGuard Camera System and all applicable antennas.

### **Cobb County Police Department:**

Daniel Mangold  
140 North Marietta Parkway  
Marietta, GA 30060  
Cell: 770-449-4181  
Email: [daniel.mangold@cobbcounty.org](mailto:daniel.mangold@cobbcounty.org)  
140 North Marietta Parkway Marietta, GA 30060  
Estimated 120+/- Patrol Cars (Contract extended)

Scope of work includes: Installation of Whelen Light Bar, Whelen Siren, Havis Mount, Digital Alley In-Car Cameras, Prisoner Cage, Prisoner Side Window Bars, Weapons Mount, Sliding Trunk Tray, Rear Deck Lights, Rear License Plate Lights, Front Push Bar, Center Console, Utility Rocket or Modem and a Motorola Radio.

### **City of Newnan Police Department**

Mark Cooper  
Deputy Chief of Police  
1 Joseph-Hannah Blvd, Newnan, GA 30263  
(O) 770-254-2355 ext. 175  
(C) 404-535-2629  
Email: [mcooper@cityofnewnan.org](mailto:mcooper@cityofnewnan.org)  
10 - Tahoe's

Scope of work includes: Installation of Laptop Mount, Console, Prisoner Cage (1), Calamp Router, Federal Signal Light Package, Federal Signal Control Head & Siren, AXON Camera System and all applicable antennas.

**Florida Highway Patrol:**

Lee Caswell  
Florida Highway Patrol  
2900 Apalachee Parkway, MS 46  
Tallahassee, Fl. 32399  
Office: 850.617.2389  
Fax: 850.617.5143  
Email: [LeeCaswell@fhsmv.gov](mailto:LeeCaswell@fhsmv.gov)  
Estimated 2200 Patrol Cars (Installation Completed in less than 6 Months)

Scope of work included: Installation of Havis Mount, Brother Printer, Dell Rugged Extreme Latitude 12" and 14" Laptops, Utility Rocket or Modem and all applicable antennas. Following the Technology In-Car Installation, we provide a 5-year Extended Warranty Contract which includes our online Ticketing Portal, Break-Fix, Sparing & Depot Services.

**City of Huntsville Police Department**

Matt Gardner  
Fleet Services Supervisor  
[matt.gardner@huntsvilleal.gov](mailto:matt.gardner@huntsvilleal.gov)  
(256) 883-3933 office  
Huntsville, AL

Scope of work: Installation for approximately 100 patrol cars upfitted with Federal Signal light bars, Progard gun racks, Setina partitions and seats, Motorola radio and speakers, Panorama Antennas, utility consoles, PocketJet printer and Getac body worn /in-car cameras.

Dates of Service: Ongoing



PROLOGI-01

CCAMPANELLA

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/6/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Tanner, Ballew and Maloof, Inc. 6871 Glenridge Dr Suite 400 Atlanta, GA 30328	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (404) 252-8860	<b>FAX (A/C, No):</b> (404) 252-8834
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Atlantic Specialty Insurance Co.		27154
<b>INSURER B:</b> OneBeacon Insurance Company		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		7110160980002	2/6/2020	2/6/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 <b>EACH CLAIM</b> \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		7110160980002	2/6/2020	2/6/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$		7110160980002	2/6/2020	2/6/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	406-04-49-66	2/6/2020	2/6/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<b>Professional Liabil</b>		780-01-03-07	2/6/2020	2/6/2021	Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

# INFORMATION ONLY

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

ProLogic ITS, LLC

2 Business name/disregarded entity name, if different from above

ProLogic ITS

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- Individual/sole proprietor or single-member LLC
- C Corporation
- S Corporation
- Partnership
- Trust/estate
- Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► C
- Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

106 Northpoint Parkway, Building 2, Suite 350

6 City, state, and ZIP code

Acworth, GA 30102

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					

or

Employer identification number										
4	6		-	4	1	0	1	4	9	5

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► *Mandy S. Rusch*

Date ► February 24, 2021

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is backup withholding, later.*





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Foreign Limited Liability Company  
PROLOGIC ITS LLC

### Filing Information

<b>Document Number</b>	M19000003695
<b>FEI/EIN Number</b>	46-4101495
<b>Date Filed</b>	04/11/2019
<b>State</b>	GA
<b>Status</b>	ACTIVE

### Principal Address

106 NORTHPOINT PKWY  
BLDG 2 STE 350  
ACWORTH, GA 30102

### Mailing Address

106 NORTHPOINT PKWY  
BLDG 2 STE 350  
ACWORTH, GA 30102

**Registered Agent Name & Address**

NORTHWEST REGISTERED AGENT LLC  
7901 4TH ST N STE 300  
ST PETERSBURG, FL 33702

**Authorized Person(s) Detail****Name & Address**

Title MBR

CRAPPS, CHRIS  
7901 4TH ST N STE 300  
ST. PETERSBURG, FL 33702

**Annual Reports**

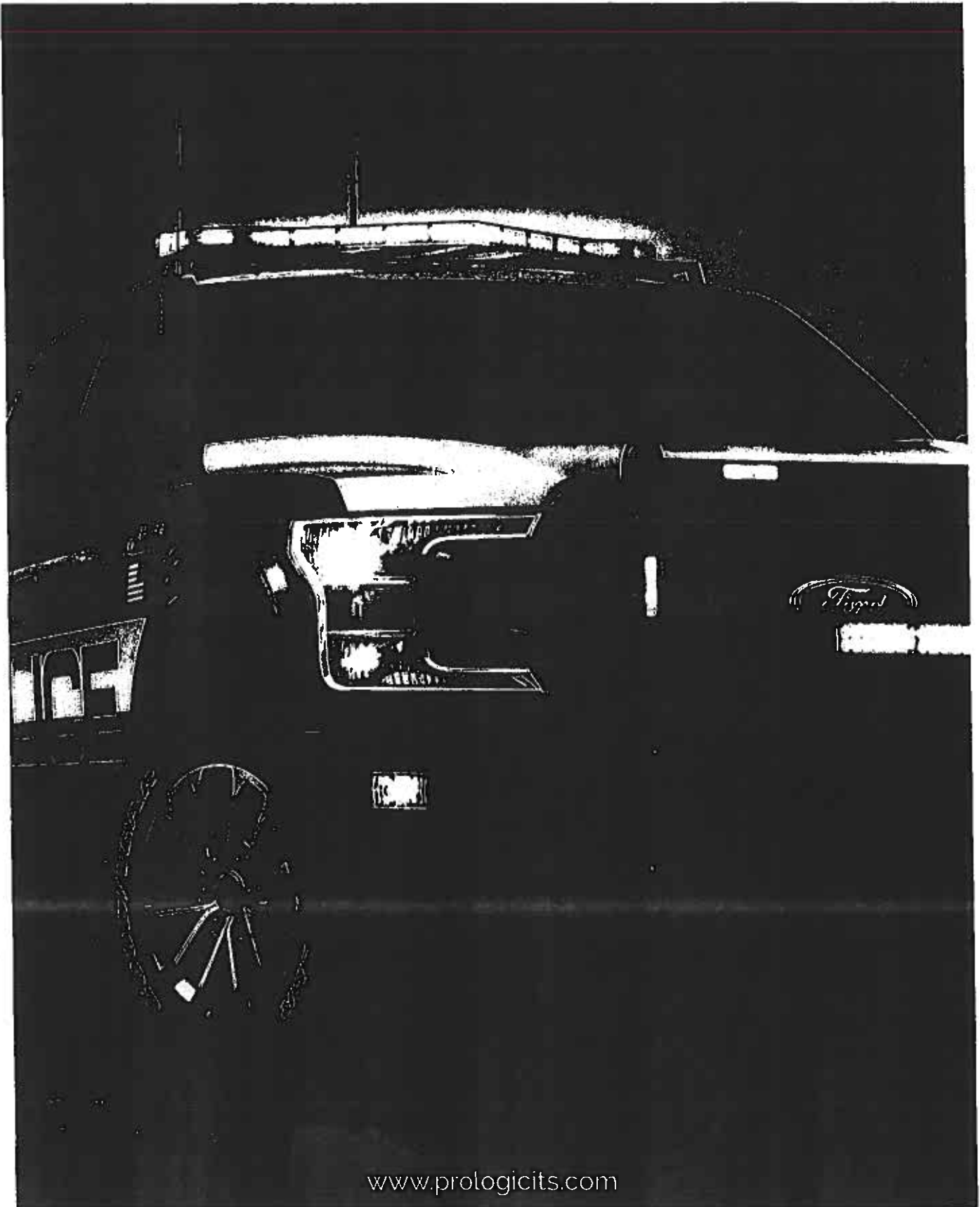
Report Year	Filed Date
2020	04/17/2020

**Document Images**

<a href="#">04/17/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">04/11/2019 -- Foreign Limited</a>	<a href="#">View image in PDF format</a>
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# ProLogic ITS



[www.prologicits.com](http://www.prologicits.com)

# ProLogic ITS

*ProLogic ITS is known across the country  
as a complete **END-TO-END**  
**SOLUTION PROVIDER***

## WHY

- ✓ We design and build solutions based on industry-standard technology platforms and related value-added services.
- ✓ Our turn-key business model meets the specific needs of our customers while providing cost-effective solutions designed for excellent performance with a lower overall cost of ownership.
- ✓ Our solution architects and technicians bring years of mobility experience and knowledge in Public Sector, Federal, and Commercial industries, ensuring complete customer satisfaction.

## WHAT

We will help you select, deploy, and manage every piece of your required solution, including in-vehicle and mobile system integration, project service support, pre-deployment and post-deployment services, asset management, customer support help desk, and more.

Our goal is to help streamline your entire workforce, ensuring devices are ready to go when you open the box, and easy to manage out in the field.

**PROLOGIC BRINGS TOGETHER ALL THE ELEMENTS YOU NEED AND EXPECT FROM A TRUSTED SOURCE FOR IT PRODUCTS, SERVICES AND OVERALL SOLUTIONS.**



Web: [www.prologicits.com](http://www.prologicits.com)

Phone: (866)923-0513

## VEHICLE UpFitting, INCAR Installations & Rugged Mobility

At ProLogic, we desire to be the most reliable resource for our Customers, by offering best of breed solutions to complex challenges—going above and beyond the call and having our Customers know that we have their best interest in mind.

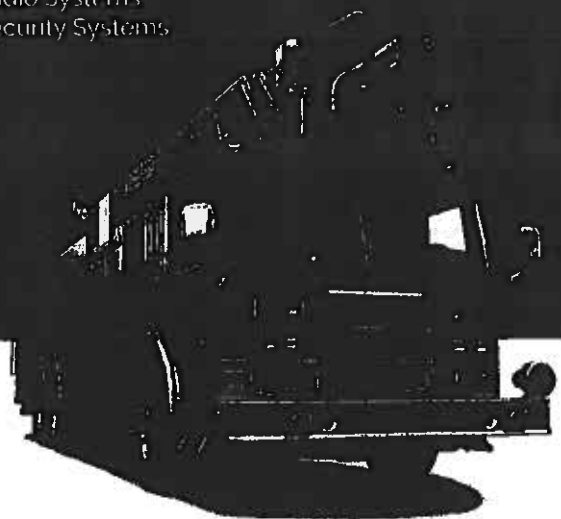
Whether purchasing new vehicles or retrofitting your existing fleet, allow ProLogic the opportunity to enhance your experience by using industry standard processes and best of breed solutions, to meet the high standards and demands that you deserve.

We have dedicated resources who specialize in Vehicle UpFitting, InCar Installations, Rugged Mobility and Audio Visual Products. Our installers are background checked, drug tested and will clear a Level 3 CJIS Test when needed.

### FLEET UpFitting & INCAR Installations

- Antenna Installation
- Computer Mounts & Integration
- Digital In-Car Video/Audio Recording Systems
- Emergency Lighting (Concealed Lights & Light Bars)
- Equipment & Supplies
- Equipment Storage Solutions
- Fire Apparatus
- Full & Half Partitions
- GPS Tracking Systems
- Gun Racks Installation

- InCar Video Systems
- K-g Cage & Temperature Activated Systems
- License Plate Readers (LPR's)
- Prisoner Rear Seat Systems
- Push Bars/Skid Plates/Brush Guards
- Radio Systems
- Security Systems



### OTHER Professional Services

- Application Load
- Asset Tagging
- Break-Fix (Panasonic, Dell, Lenovo, HP, Apple Etc.)
- Color & Laser Etching (The Prevention)
- Custom Logistics & Delivery
- Cyber Security
- Data Transfer
- Depot & Sparing
- End-User Configuration

- Extended Warranty
- Help Desk with Online Ticketing
- Inventory Control
- Managed Deployment
- Order Fulfillment
- Physical Security & Access Control
- Warehousing
- 3rd Party Maintainers



# ProLogic ITS

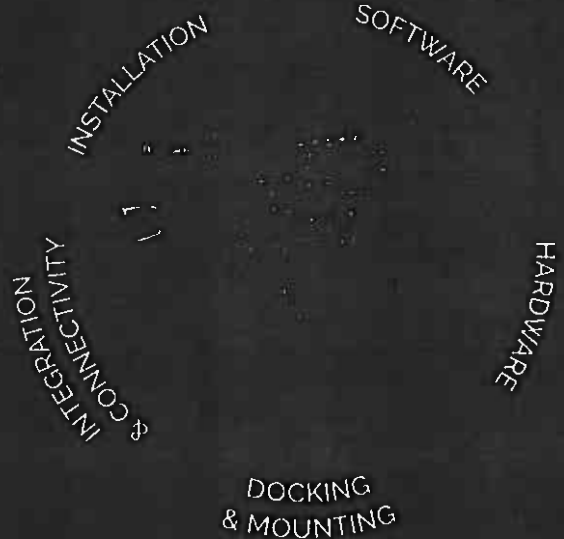
## Mobile Command, 911 Centers & MORE

At ProLogic, we pride ourselves on staying current with leading edge technology and regular training from the manufactures. This allows us to bring our customers the most efficient and modern public safety vehicles on the road today.

Every project is assigned a dedicated Project Manager, who has a single-point-of-accountability to ensure we complete projects according to their stated objectives and expectations.

Our ability to fast-track projects has proven to be one of our most celebrated qualities from our clients. Being able to complete our clients' projects on time and on budget, has made ProLogic who we are today.

All mobile installation procedures are always in compliance with all Federal Motor Vehicle Safety Standards.



Web: [www.prologicits.com](http://www.prologicits.com)

Phone: (866)923-0513

# ProLogic ITS

## MOBILITY SOLUTIONS

### For First Responders

We understand the rapidly evolving needs for effective and comprehensive technology solutions. We seek to help you meet those needs through the design, development, and implementation of modern systems. Our focus is on officer safety, reduced downtime, and increased communications from the field to the office.

ProLogic ITS is more than just a source for your technology needs. We are known across the country as an end-to-end solution provider designing and building solutions based on industry-standard technology platforms and related value-added services.

Routers designed for persistent connectivity across a wide range of in-vehicle applications



Reduce risk with officer safety focused Lights, Sirens and Speakers



Comprehensive evidence management for Body Cameras, In-Car Video, interview rooms, and RTCC



Our turn-key business model meets the specific needs of our customers while providing cost-effective solutions designed to provide excellent performance with a lower overall cost of ownership.



Ruggedized, semi-rugged, and 2-n-1 in vehicle Computers with secure docks and mounts



Have priority Cellular access and ensure the lines of communication are open when seconds count



Locate vehicles of interest with mobile and trailer mounted ALPR



Name:

Phone:

Email:

We strive to design and deliver solutions that exceed your technology needs. Our solution architects and technicians bring years of mobility experience and knowledge to help design and implement rugged mobility solutions that will withstand the dynamic long term needs of a department.

## Enhanced Resources

Enhance your agency's resources with ProLogic's ruggedized mobility solutions to ensure safe, efficient, and effective operations. Our experienced, hands-on team will assist in technical planning, deployment and on-going support. We are your end-to-end technology partner ensuring success with mission critical applications.

## Simplified Purchasing

Simplify your purchasing process by procuring technology solutions through existing contract vehicles like GSA, NCPA, State Contracts, etc. We will also work with your department to lower costs and increase your financial flexibility by converting large capital expenses to manageable operating costs through Device-As-A-Service (DAAS) and leasing options.

Plan

Deploy

SUPPORT





## Notice to Bid:

# PD Fleet Vehicle Equipment Install Services



**Close Date: 03/02/21 10:00am**

**Submitted by:  
Ali Bhojani  
Director of Sales**

## Ads, Bids and RFQs

# Notice to Bid - PD Fleet Vehicle Equipment Install Services

**Department:** Police Department, Admin  
**Category:** Admin  
**RFP Number:** 02.06.2021-Notice to Bid-PD Fleet Vehicle Equip Install Services  
**Start Date:** 02/06/2021 2:40 PM  
**Close Date:** 03/02/2021 10:00 AM

[Spec Sheet.pdf \(/home/showpublisheddocument?id=17538\)](/home/showpublisheddocument?id=17538)   [Photos of Decal Scheme.pdf \(/home/showpublisheddocument?id=17536\)](/home/showpublisheddocument?id=17536)

### **Notice to Bid- Police Fleet Vehicle Equipment Install Services**

The City of Panama City Beach hereby solicits sealed bids for the following Police fleet vehicle equipment install services for the below listed vehicles:

SEVEN Marked Police Chevy Tahoe

**PLEASE SEE ATTACHED SPEC SHEET FOR THE EQUIPMENT NEEDED FOR EACH VEHICLE. ALSO INCLUDED ARE PHOTOGRAPHS OF OUR CURRENT DECAL SCHEME NEEDED FOR ALL MARKED VEHICLES.**

Bids should include ALL fees, including delivery charges (if any).

Bids must be sealed and will be received until **10:00 A.M. CST, March 2, 2021 at the City of Panama City Beach City Hall, Attn: Captain Wayne Maddox, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413**, and will be opened and read publicly immediately thereafter.

The City reserves the right to reject any and all bids and to waive any formality in bids received. All bidders shall comply with all applicable State and local laws concerning licensing, registration, and regulations of businesses in the State of Florida.

All bids shall be firm and for a period of six months after opening.

*[Return to full list >> \(/about-us/rfp-posts-list/-npage-11/-selsta-4\)](/about-us/rfp-posts-list/-npage-11/-selsta-4)*

# 2021 Chevy Tahoe



**HG<sup>2</sup> EMERGENCY LIGHTING®**

## Panama City Beach Police Department 2021 Tahoe PPV

## Marked Patrol Units 2021 Chevy Tahoe

Lightbar	48" Blue/Blue Lightbar with Takedowns and Alleys. Dimmensions: 48" x 11.31" x 2.5". Low Profile Mounting Feet. Aluminum top Base Securing 2 Clear Lens Caps with 2 Sealing Points.	IG888-88	\$	1,950.00
Light Controller	Siren and Light Controller with 3 Operation Slide Switch functionality and 6 Push button Outputs and Turn Knob for Siren Selection. PA microphone built into front of unit. 100 Watt Siren amplifier output	Z95SLSA6	\$	-
Speaker	Low Profile 100 Watt Speaker 8ohm With 4 Ported Outputs for Projection	HG2100WSP-LP	\$	-
Side Runners	68" Blue/Blue Side Runner Lights -Contains 68 - 0.5Watt LEDs with Vehicle Specific One Piece Bracket for 2021 Tahoe. External Flasher to be Mounted in Center Console with Push Button Pattern Switch Dimensions 68" x 1" x 0.5"	HG22PC688B-2021TAH	\$	699.00
Rear Window Lights	Rear Visor with Back Firing Lights One Piece Housing with 2 - 5.65" Modules on each side Mounted Under Spoiler in Custom Housing Specific to 2021 Chevy Tahoe. Custom Form Fit Housing to included all Mounting Hardware and electronics from Rear. Total Dimensions: 14.25" x 1.125" x .725" Per Side. Includes Internal Flasher with Cruise Mode built in as secondary mode.	HG2RWI2021TAH	\$	699.00
Rear Cargo Window Lights	Rear Side Cargo Window Lights Custom Fit with No Interior Flash Back, Custom Form Fit Housing for 2021 Tahoe to Include 3 - 5.65" Modules on each side and mouting through factory points with no visible obstruction. Total Dimensions: 19.69" x 1.75" x 1.12". Includes Internal Flasher with Cruise Mode built in as secondary mode.	HG2QTRPNL2021TAH-BB	\$	499.00
Rear License Plate	Rear Crossfire License Plate Frame to Include 1 Piece full License Plate Bezel with 180 Degree Visability. Both Sides pitched at 45 Degree Angle for Maximum Light Output. 40 LEDs in Single Unit, 24 LEDs Horizontal and 16 LEDs Vertical. Built in Flasher with Cruise Mode and Reverse Dimensions: 12.375" x 6.375" x 1.1875"	HG2CROSSFIRE-BB	\$	399.00
Front License Plate	Front Crossfire License Plate Frame to Include 1 Piece full License Plate Bezel with 180 Degree Visability. Both Sides pitched at 45 Degree Angle for Maximum Light Output. 40 LEDs in Single Unit, 24 LEDs Horizontal and 16 LEDs Vertical. Built in Flasher with Cruise Mode and Flood Dimensions: 12.375" x 6.375" x 1.1875"	HG2CROSSFIRE-BB	\$	399.00
Grill Lights	Blue/Blue 8 Pack Grill Lights with Cruise Mode and Flood Functionality. Each Module must have 12 LEDs with Overal Dimensions of 5.65" x 1" x 0.625" with Surface Mount Bezel Included as well as vehicle specific Moutning Hardware for 2021 Tahoe. Units include 5 Wire System with Synchronozation Wire and one Touch Programing	HG2GRLI2021TAH-BB	\$	329.00
Wig-Wag	Front and Rear Headlight Taillight Flasher to Include Sychronization of One Touch Programing. 4 Output Flasher with Dual Mode Functionality	HG2WGWG-2021TAH	\$	250.00

Strobe Lights	6 LED Strobe Light with Surface Mount Bezel and Mounting Hardware Included. 5 Wire application with one touch programming.	HG2ST8-88	\$	279.00
Rear Transport Seat	Rear Transport Seat with Center Pull Seatbelts Mounted to Front Partition. Seats Include Knock Outs for Hands of Prisoner. Retractable Seatbelts through center posts.	QK0494TU20	\$	699.00
Prisoner Partition	Front Prisoner Partition Coated with Chicago Grill Mesh and Sliding Window. Tall Man System to provide maxium room for driver.	PK1125TU20TM	\$	699.00
Rear Cargo Divider	Rear Cargo Divider with Expanded Metal Upper Portion, Seat Attaches to Rear Cargo Barrier with Seat Belt System.	PK0136TU202ND	\$	499.00
Window Bars	Steel Window Bars Vertical Mount	WK0514TU20	\$	204.00
Door Panels	TPO Door Panels Covers over Factory Door Panel	DK0100TU20	\$	204.00
Thor Power Inverter	800 Watt Power Inverter with Auto Shut off Feature and battery monitoring	TH750	\$	63.00
Stinger Flashlight Charger	Stinger Flashlight Charger	SL75100, SL22050	\$	35.00
Gun Rack	Gun Lock system dual weapon, Single Handcuff Style XL for AR15 and Shotgun Mount. Mounted to Center of Partition	GK11191B1SSSCA	\$	479.00
Center Console/Laptop Motion Device	Center Console with Cup Holder and Arm Rest. Includes Cig Plug Adapters 3 and Motion Device Attached to top for mouting of Computer. Must have tilt and swivel function.	7170-0734-04	\$	505.00
Laptop Docking Station	Universal Computer Cradle with 8 Mounting Arms for Stability of Computer with Locking Mechansim and Key.	7160-0250	\$	250.00
Window tint	Window Tint 2 Front Windows & Front Strip. Suntek HP30 Film Required. Must be Approved Dealer of Suntek Window Films for Warranty Purposes	WINDTNT	\$	89.00
Delivery	Delivery on Transport Trailer Fully Insured directly to Panama City Beach PD	Delivery	\$	-
Graphics	Vehicle Graphics. Colors Must be Identical to Existing Fleet. No Variation or Color Changes will be accepted	VEH-DCL	\$	525.00
Warranty	1. All Custom Lighting Products to have 10 Year Unconditional Warranty to include Physical Damage and Workmanship. 2. Installaiton must be lifetime labor Warranty with Mobile Service Repair onsite for Panama City Beach Police Dept. 3. Lifetime Warranty on Window tint	Warranty	\$	-
Equipment Buy Back	All Custom Lighting Products must have a 10 year Buy Back Program with credit issued to agency annually.	Buy Back	\$	-
			Labor	\$ 1,100.00
			Total Package Price	\$ 10,854.00
			Discount	\$ (1,700.00)
			Total Price	\$ 9,154.00
				7
				\$ 64,078.00

Panama City Beach Police Department holds to right to reject any bids that do not satisfy these minimum requirements including the Warranty and Equipment Buy Back Program

\$ 64,078.00  
\$9,154.00

# **CONSENT AGENDA**

## **ITEM #2**



## ***CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY***

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

Al Shortt, Administration

**2. MEETING DATE:**

March 25, 2021

**3. REQUESTED MOTION/ACTION:**

Approve Road Closures of City roads and traffic control of state roads for the upcoming IRONMAN 70.3 Gulf Coast Triathlon.

**4. AGENDA:**

CONSENT AGENDA

**5. IS THIS ITEM BUDGETED  
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

**6. IDENTIFY STRATEGIC PRIORITY:**

Public Safety  
Economic Development

**7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?**

In preparation for the upcoming IRONMAN 70.3, the promoter has requested that the City approve the road closure of City roads along the event's path and to authority careful traffic control of certain traffic control along state roads.

IRONMAN Florida has submitted its event map for the event which will be staged at Pier Park. The Event necessitates road closures on portions of Front Beach Road, Richard Jackson Boulevard, Alf Coleman Road, Dogwood Street, W. Park Drive, North Pier Park Drive, Philip Griffiths, Sr. Parkway, State Road 79, Middle Beach Road and certain state portions of Front Beach Road.

Staff recommends approval.

[Res 21-118.Ironman Road Closures.pdf](#)  
[Ironman Maps.pdf](#)

## RESOLUTION 21-118

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RELATED TO THE 2021 IRONMAN 70.3 GULF COAST EVENT; AUTHORIZING TEMPORARY CLOSURE OF PORTIONS OF FRONT BEACH ROAD, RICHARD JACKSON BOULEVARD, ALF COLEMAN ROAD, DOGWOOD STREET, W. PARK DRIVE, PIER PARK DRIVE, AND PHILIP GRIFFITTS, SR. PARKWAY ON SATURDAY, MAY 15, 2021, FOR THE EVENT AS MORE PARTICULARLY SET FORTH IN THE BODY OF THE RESOLUTION.**

**WHEREAS**, Panama City Beach is hosting IRONMAN 70.3 Gulf Coast (1.2-mile swim, 56-mile bike ride, and a 13.1-mile run) (the "Event") on Saturday, May 15, 2021, and

**WHEREAS**, the Event necessitates temporary closure of numerous state and city roads within the corporate City limits.

**NOW THEREFORE, be it resolved** by the City of Panama City Beach that:

1. Portions of the following City roads shall be closed to vehicular traffic to accommodate the Event on Saturday, May 15, 2021, during the hours of 4:00 a.m., through 6:00 p.m., in accordance with the maps attached to this Resolution:
  - a. Front Beach Road (from 700' west of Richard E. Jackson Boulevard to the southern terminus of Richard E. Jackson Boulevard);
  - b. Richard Jackson Boulevard (from Front Beach Road to the entrance of Edgewater Beach Resort);
  - c. Alf Coleman Road (from Middle Beach Road to the Shipwreck Island Parking Lot);



- d. Dogwood Street (From Middle Beach Road to Front Beach Road);
  - e. W. Park Drive;
  - f. North Pier Park Drive; and
  - g. Philip Griffiths, Sr. Parkway.
2. On Saturday, May 15, 2021, during the hours of 4:00 a.m., through 6:00 p.m., all vehicular traffic shall be rerouted or otherwise controlled on State Road 79, Middle Beach Road and state portions of Front Beach Road, in accordance with the maps attached to this Resolution.

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

**PASSED** in regular session this \_\_\_ day of March, 2021.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mark Sheldon, Mayor

**ATTEST:**

\_\_\_\_\_  
Lynne Fasone, City Clerk

# IRONMAN 70.3 Gulf Coast 2021 RUN COURSE



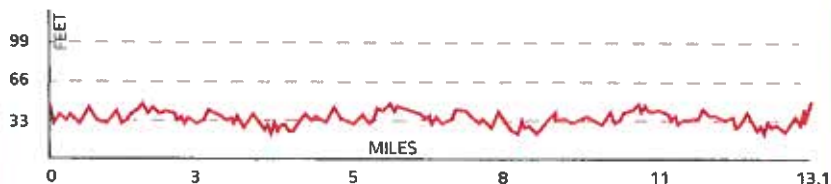
13.1 miles, + 134 / - 134 feet



## TURN BY TURN DIRECTIONS

- Exit transition Left Turn onto the Pedestrian Bridge
- Left Turn onto N Richard Jackson Blvd. (loops start/finish here)
  - Left Turn onto Maintenance Rd.
  - Left Turn onto Middle Beach Road
  - Left Turn onto Alf Coleman Blvd.
- Right Turn into Shipwreck Island Parking Lot following course into water park left turn onto Middle Beach Rd.
  - Left Turn onto Wisteria St.
  - Left Turn onto Front Beach Rd.
  - Left Turn onto Richard Jackson Blvd.
  - Left Turn onto N Richard Jackson Blvd.
- Continue straight on N Richard Jackson Blvd. to complete 1st, 2nd, and 3rd loops At the end of the 3rd loop left turn onto the Pedestrian Bridge
- At the end of the Pedestrian Bridge left turn on sidewalk left turn under breezeway
  - Right Turn to the finish line

Start Elevation: 47 ft • Finishing Elevation: 50 ft • Gain: 141 ft





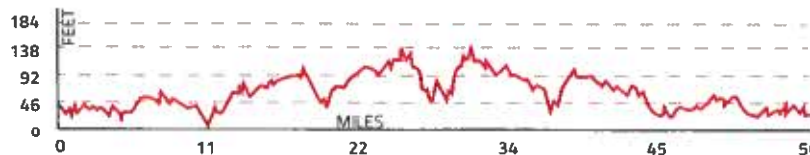
**LEGEND**

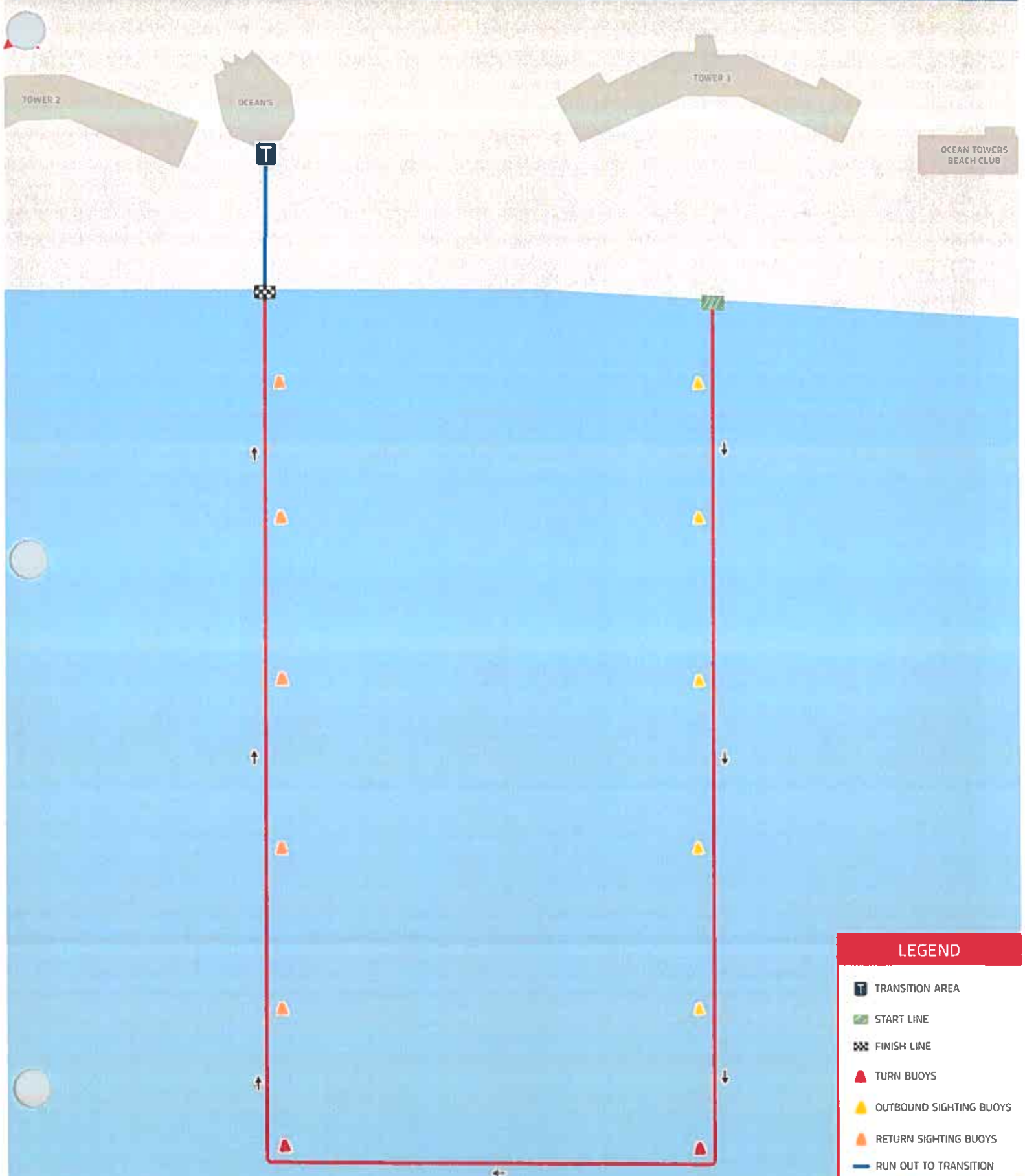
- TRANSITION AREA
- START LINE
- FINISH LINE
- MILE MARKERS
- WATER/AID STATION
- U-TURN

### TURN BY TURN DIRECTIONS

- Exit transition at West Gate
- Turn left on Front Beach Road
- Left turn Front Beach Road / Hutchinson Blvd intersection
- Right turn onto W. Park Drive / Pier Park Drive continuing on to Bay Parkway
  - Right turn on Hwy 79N
- Continue on Hwy 79N to turnaround (6.7 miles north of Hwy 79 & Hwy 20)
  - Continue on Hwy 79S to Front Beach Road
  - Left turn onto Front Beach Road
- Right turn at Front Beach Road / Hutchinson Blvd intersection
- Right turn into Edgewater Beach Resort Property (West Gate)
  - Enter transition

Start Elevation: 41 ft • Finishing Elevation: 138 ft • Gain: 29 ft





LEGEND

- T TRANSITION AREA
- START LINE
- FINISH LINE
- TURN BUOYS
- OUTBOUND SIGHTING BUOYS
- RETURN SIGHTING BUOYS
- RUN OUT TO TRANSITION

# **CONSENT AGENDA**

## **ITEM #3**



## **CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY**

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

Mark Shaeffer, Utilities

**2. MEETING DATE:**

March 25, 2021

**3. REQUESTED MOTION/ACTION:**

Request Council approval for design, bidding and construction phase engineering services for relocation of existing City utilities needed for planned stormwater management improvements by the FDOT. These improvements are part of the PCB Parkway (SR 30A/US 98) resurfacing program by the Florida Department of Transportation (FDOT).

**4. AGENDA:**

CONSENT AGENDA

**5. IS THIS ITEM BUDGETED  
(IF APPLICABLE)?:** Yes

Detailed Budget Amendment Attached: N/A

**6. IDENTIFY STRATEGIC PRIORITY:**

Transportation  
Quality of Life





## ***CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY***

### ***7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?***

The Florida Department of Transportation's work schedule provides for resurfacing and stormwater management system improvements to PCB Parkway/US 98/SR 30A from the Walton County line to its intersection with Heather Drive in the City's west end.

Planned stormwater improvements include modifying and deepening some of the roadside stormwater catch basins (swales) which will reduce the depth of bury of some of the City's watermains, reclaimed watermains and sanitary sewer forcemains along this section of roadway. The resulting limited depth of cover would expose these critical mains to potential damage due to future maintenance and other construction activities. The Utilities Department wishes to relocate the affected sections of mains away from the stormwater management systems and install them with standard bury depths.

Staff requested a proposal from Dewberry, Inc. to provide the necessary design, bidding and construction phase engineering services needed to secure proposals from contractors to relocate the mains. Attached for review is their proposal which includes scope/fee costs for Dewberry, Inc. under their current Master Services Agreement.

Staff have reviewed the proposal and finds that the requested \$42,770.00 fee is in line with the work effort. Also attached for your review is a draft Exhibit "B", Combined Task Order and Notice to Proceed that would be executed upon City Council approval.

Staff recommends approval of the Task Order and the project is tentatively budgeted for completion in Fiscal Year 2021. The initial total conceptual construction cost of the proposed piping relocations is approximately \$270,000.

[Res 21-119.Dewberry Relocation TO.pdf](#)

[DOC048.pdf](#)

[Dewberry Task Task Order \\_ Exhibit B form - PCB Pkwy Utilities Relocation\\_FDOT Walton Co line to Heather Dr.pdf](#)

**RESOLUTION 21-119**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING A TASK ORDER WITH DEWBERRY ENGINEERS, INC. FOR PROVISION OF STATE ROAD 30A UTILITY RELOCATION ENGINEERING SERVICES IN THE AMOUNT OF \$42,770.**

**BE IT RESOLVED** that the appropriate officers of the City are authorized to accept and execute on behalf of the City that certain Task Order 2021-02 to the Master Services Agreement for Utility Engineering Services between the City and Dewberry Engineers, Inc., for utility relocation engineering services for State Road 30A from the Walton County Line to Heather Drive, in the amount of Forty-Two Thousand, Seven Hundred Seventy Dollars (\$42,770.00) in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution shall be conclusive evidence of such approval.

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

**PASSED** in regular session this \_\_\_\_\_ day of March, 2021.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mark Sheldon, Mayor

**ATTEST:**

\_\_\_\_\_  
Lynne Fasone, City Clerk



Dewberry Engineers Inc  
203 Aberdeen Parkway  
Panama City, FL 32405

850 522 0644  
850 522 1011 fax  
www.dewberry.com

March 5, 2021

Via Email at [mark.shaeffer@pcb.gov](mailto:mark.shaeffer@pcb.gov)

Attn: Mark E. Shaeffer, P.E.  
Utilities Director  
City of Panama City Beach  
110 South Arnold Road  
Panama City Beach, Florida 32413

RE: S.R. 30A (U.S. 98) from Walton Co. to Heather Drive Utilities Relocation

Dear Mr. Shaeffer:

Dewberry Engineers Inc. (Dewberry) is pleased to submit this task order for providing the engineering services required in conjunction with the relocation of segments of existing 12-inch force main, 16-inch water main and 20-inch non potable water lines that will be impacted by the proposed FDOT S.R. 30A resurfacing and drainage improvements from Walton Co. to Heather Drive. As we understand, the City has identified a total of seven (7) utility conflicts with proposed FDOT improvements and are as follow:

1. Conflict No. 175, relocation of approximately 380 feet of 12-inch force main from STA 261+20, 63' RT to STA 265+00, 63' RT that will be impacted by proposed FDOT drainage improvements. Line stops with a bypass feature will be used in the design to allow for that segment of 12-inch force main to be relocated while the line is kept in operation.
2. Conflict No. 261, relocation of approximately 900 feet of 12-inch force main from STA 314+00, 62' RT to STA 323+50, 62' RT that will result in less than 36 inches of minimum recommended pipe cover from proposed FDOT improvements. The segment of pipe will be relocated deeper to maintain 36-inch minimum pipe cover. Line stops with a bypass feature will be used in the design to allow for continue operation of the existing force main.
3. Conflict No. 320, relocation of approximately 950 feet of 12-inch force main from STA 341+00, 65' RT to STA 350+50, 65' RT that will result in less than 36 inches of minimum recommended pipe cover from FDOT improvements. The segment of pipe will be relocated deeper to maintain 36-inch minimum pipe cover. Line stops will be used on both ends to allow for continue operation of the existing force main.
4. Conflict No. 418(b), relocation of approximately 200 feet of 16-inch water main from STA 387+00, 68' RT to STA 389+00, 68' RT that will result in less than 36 inches of minimum recommended pipe cover from FDOT improvements. The segment of pipe will be relocated deeper to maintain 42-inch minimum pipe cover per PCB standard. Line stops will be used on both ends to allow for continue operation of the existing water main.
5. Conflict No. 481, relocation of approximately 250 feet of 12-inch force main from STA 408+00, 70' RT to STA 410+50, 70' RT that will result in less than 36 inches of minimum recommended pipe cover from FDOT improvements. The segment of pipe will be relocated deeper to maintain 36-inch minimum pipe cover. Line stops will be used on both ends to allow for continue operation of the existing force main.
6. Conflict No. 511, relocation of approximately 225 feet of 20-inch Reclaim (non-potable water) main from STA 424+00, 65' LT to STA 426+25, 65' LT that will result in less than 42 inches of minimum recommended pipe cover from FDOT improvements. The segment of pipe will be relocated deeper to maintaining 42-inch minimum pipe cover. For this conflict we will locate existing isolation valves on either side of the relocated segment to evaluate the possibility of closing valves to allow for temporary interruption of service while line is reconnected or use Line stops on both ends to allow for continue operation of the existing reclaim water main.
7. Conflict No. 481, relocation of approximately 225 feet of 12-inch force main from STA 424+00, 65' LT to STA 426+25, 65' LT that will result in less than 36 inches of minimum recommended pipe cover from FDOT improvements. The segment of pipe will be relocated deeper to maintain 36-inch minimum pipe cover. Line stops will be used on both ends to allow for continue operation of the existing force main.

Mr. Mark E. Shaeffer  
S R 30A (U S 98) from Walton Co to Heather Drive Utilities Relocation  
March 5 2021

It is also our understanding that no additional topographic survey will be performed on this project as it is the City's desire to design the proposed improvements utilizing FDOT drawings as the base platform for the improvements. Rather than using PDF drawings we recommend the City that Dwg drawings be obtained and provided to Dewberry.

Dewberry will provide professional engineering services required to generate construction drawings and technical specifications in sufficient detail to enable Panama City Beach to receive competitive bids from construction contractors. Dewberry will utilize FDOT Dwg drawings supplied by the City to depict the proposed improvements. Based on the information referenced above, Dewberry will provide design, FDOT coordination and permitting, bid document preparation, including contract documents and technical specifications and limited construction administration and inspection for a lump sum fee of \$42,770.00. Please see the attached Task Order 2021.02 defining the scope of services (Attachment A).

As always we look forward to working with you and your staff and the opportunity to improve the water and sewer distribution systems within the City. Should you have any questions or require additional information in support of this Proposal, do not hesitate to contact me.

Sincerely,  
**Dewberry Engineers Inc.**

Jose A. Pereira, PE  
Senior Associate

Attachments: Attachment A (Task Order – Scope of Services)

cc: Mr. Clifford Wilson III, PE, Vice-President, Dewberry (via email [cwilson@dewberry.com](mailto:cwilson@dewberry.com))  
Mr. Jonathan Sklarski, P.E., Associate Vice-President (via email [jSklarski@Dewberry.com](mailto:jSklarski@Dewberry.com))

K:\PROPOSALS\PCB- Beach SR 30A From Walton Co to Heather Drive Utility relocations as a result of FDOT resurfacing and drainage improvements



Panama City Beach  
 SR 30A from Walton Co. to Heather Drive Utilities Relocation  
 Panama City Beach, FL

Dewberry Engineers Inc.

3/6/2021

TASK	DESCRIPTION	PROJ. MGR.	PROJECT ENGR.	CAD TECH	INSP TECH	ADMN ASST.	TOTAL
<b>Phase 1 Design Services</b>							
1	Consultation With City Staff Regarding Proposed Improvements	2					\$380.00
2	Coordination with FDOT plans	2	2	0			\$580.00
3	Utility Coordination with City Staff including filed site visit and meeting	8	0				\$1,520.00
4	80% Design Delivery for City Review						\$0.00
5	Cover Sheet			2			\$190.00
6	General Notes and Key Map	0	2	2			\$390.00
7	Erosion Control Plan and SWPPP Sheet	0	2	2			\$390.00
8	Conflict # 175 relocation of existing 12" force main - 380'	4	2	8			\$1,720.00
9	Conflict # 261 relocation of existing 12" force main - 900'	4	2	8			\$1,720.00
10	Conflict # 320 relocation of existing 12" force main - 950'	4	2	8			\$1,720.00
11	Conflict # 416(b) relocation of existing 16" water main - 200'	4	2	8			\$1,720.00
12	Conflict # 481 relocation of existing 12" force main - 250'	4	2	8			\$1,720.00
13	Conflict # 481 relocation of existing 20" reclaim water main - 225'	4	2	8			\$1,720.00
14	Conflict # 481 relocation of existing 12" force main - 225'	4	2	8			\$1,720.00
15	Utility Detail Sheets	2	0	4			\$760.00
16	Maintenance of Traffic Detail Sheets (2)	0	0	4			\$380.00
17	QA/QC Review	2					\$380.00
18	80% Design Plans City Review Comments	2	0	0			\$380.00
19	80% Design Delivery for City Review	2	0	4			\$760.00
20	90% Design Plans City Review Comments	2	0	0			\$380.00
21	Contract Documents and Technical Specifications	8	8			8	\$2,840.00
22	Coordinate and Submit FDOT Permit	4	2	2			\$1,150.00
23	Respond to FDOT RFI's during Permitting	2	0	2			\$570.00
24	Final Construction Plans and Specifications	4	0	8			\$1,520.00
	TOTAL HOURS	66	30	66	0	8	
	HOURLY RATES	\$190	\$100	\$95	\$80	\$65	
25	LABOR COSTS	\$ 12,620	\$ 3,000	\$ 6,170	\$ -	\$ 520	\$24,610.00
<b>SUBTOTAL COST FOR DESIGN SERVICES</b>							<b>\$24,610.00</b>
<b>Phase 2 - Bidding Assistance</b>							
1	Distribution of Construction Documents					4	\$260.00
2	Provide Clarifications to Contractors	6	8				\$1,940.00
3	Prepare and Issue Addendums	2	4				\$780.00
4	Conduct Pre-Bid and Bid Opening Meetings	8				2	\$1,650.00
5	Prepare Bid Tabulation and Letter of recommendation	2	4			2	\$910.00
	TOTAL HOURS	18	16	0		8	
	HOURLY RATES	\$190	\$100	\$65	\$80	\$65	
	LABOR COSTS	\$ 3,420	\$ 1,600	\$ -	\$ -	\$ 520	\$ 5,540
<b>SUBTOTAL COST FOR BIDDING SERVICES</b>							<b>\$5,540.00</b>
<b>Phase 3 - Limited Construction Administration</b>							
1	Conduct Pre-work Conference	2					\$380.00
2	Respond to Contractors RFI's	4	4				\$1,160.00
3	Assist City in addressing conflicts in the field	4	0				\$760.00
4	Shop Drawings Review and approval	4	4				\$1,160.00
5	Limited CEI, based on 5 work days/week, 3 hours/day, and 35 work days					105	\$8,400.00
6	Record Drawings based on information provided by the contractor and inspector relative to changes made in the field during construction	2		4			\$760.00
	TOTAL HOURS	16	8	4		105	
	HOURLY RATES	\$190	\$100	\$95	\$80	\$65	
	LABOR COSTS	\$ 3,040	\$ 800	\$ 380	\$ 8,400	\$ -	\$ 12,620
<b>SUBTOTAL COST FOR LIMITED CONSTRUCTION ADMINISTRATION SERVICES</b>							<b>\$12,620.00</b>
<b>TOTAL COST FOR DESIGN, BIDDING AND LIMITED CONSTRUCTION ADMIN SERVICES</b>							<b>\$42,770.00</b>

**Attachment A**  
**Scope of Services, Task Order 2021-02**  
**CITY OF PANAMA CITY BEACH**  
**SR 30A (US 98) from Walton Co. to Heather Drive Utilities Relocation**

This task order is for the purpose of Dewberry Engineers Inc. (Dewberry), as the ENGINEER, to provide engineering services required in conjunction with the relocation of segments of existing 12-inch force main, 16-inch water main and 20-inch non potable water lines that will be impacted by the proposed FDOT S.R. 30A resurfacing and drainage improvements from Walton Co. to Heather Drive. The relocation of the impacted utilities will be for the City of Panama City Beach (City) acting by and through its Council under the **MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND DEWBERRY ENGINEERS INC. (formerly PREBLE-RISH, INC.) RELATING TO UTILITY ENGINEERING SERVICES (General Water and Sewer and Reclaimed Utility) dated April 8, 2014.**

**DESCRIPTION OF ENGINEER'S SERVICES**

The services to be performed by Dewberry during the design of the SR 30A Utilities Improvements from Walton Co. to Heather Drive will consist of three (3) phases as described below.

**Phase 1- Design Services**

The scope of work for this phase of the project will include the basic services outlined below. The detailed design will culminate in the preparation of plans, specifications and bid documents that depict the character and scope of the project in sufficient detail to enable the City to receive competitive bids from construction contractors.

As we understand, the City has identified a total of seven (7) utility conflicts with proposed FDOT improvements and are as follow:

1. Conflict No. 175, relocation of approximately 380 feet of 12-inch force main from STA 261+20, 63' RT to STA 265+00, 63' RT that will be impacted by proposed FDOT drainage improvements. Line stops with a bypass feature will be used in the design to allow for that segment of 12-inch force main to be relocated while the line is kept in operation.
2. Conflict No. 261, relocation of approximately 900 feet of 12-inch force main from STA 314+00, 62' RT to STA 323+50, 62' RT that will result in less than 36 inches of minimum recommended pipe cover from proposed FDOT improvements. The segment of pipe will be relocated deeper to maintain 36-inch minimum pipe cover. Line stops with a bypass feature will be used in the design to allow for continue operation of the existing force main.
3. Conflict No. 320, relocation of approximately 950 feet of 12-inch force main from STA 341+00, 65' RT to STA 350+50, 65' RT that will result in less than 36 inches of minimum recommended pipe cover from FDOT improvements. The segment of pipe will be relocated deeper to maintain 36-inch minimum pipe cover. Line stops will be used on both ends to allow for continue operation of the existing force main.
4. Conflict No. 418(b), relocation of approximately 200 feet of 16-inch water main from STA 387+00, 68' RT to STA 389+00, 68' RT that will result in less than 36 inches of minimum recommended pipe cover from FDOT improvements. The segment of pipe will be relocated deeper to maintain 42-inch minimum pipe cover per PCB standard. Line stops will be used on both ends to allow for continue operation of the existing water main.
5. Conflict No. 481, relocation of approximately 250 feet of 12-inch force main from STA 408+00, 70' RT to STA 410+50, 70' RT that will result in less than 36 inches of minimum recommended pipe cover from FDOT improvements. The segment of pipe will be relocated deeper to maintain 36-inch minimum pipe cover. Line stops will be used on both ends to allow for continue operation of the existing force main.

**Attachment A**  
**Scope of Services, Task Order 2021-02**  
**CITY OF PANAMA CITY BEACH**  
**SR 30A (US 98) from Walton Co. to Heather Drive Utilities Relocation**

6. Conflict No. 511, relocation of approximately 225 feet of 20-inch Reclaim (non-potable water) main from STA 424+00, 65' LT to STA 426+25, 65' LT that will result in less than 42 inches of minimum recommended pipe cover from FDOT improvements. The segment of pipe will be relocated deeper to maintaining 42-inch minimum pipe cover. For this conflict we will locate existing isolation valves on either side of the relocated segment to evaluate the possibility of closing valves to allow for temporary interruption of service while line is reconnected or use Line stops on both ends to allow for continue operation of the existing reclaim water main.
7. Conflict No. 481, relocation of approximately 225 feet of 12-inch force main from STA 424+00, 65' LT to STA 426+25, 65' LT that will result in less than 36 inches of minimum recommended pipe cover from FDOT improvements. The segment of pipe will be relocated deeper to maintain 36-inch minimum pipe cover. Line stops will be used on both ends to allow for continue operation of the existing force main.

It is also our understanding that no additional topographic survey will be performed on this project as it is the City's desire to design the proposed improvements utilizing FDOT drawings as the base platform for the improvements. Rather than using PDF drawings we recommend the City that Dwg drawings be obtained and provided to Dewberry. Dewberry will also assist the City with coordination and acquiring permit from FDOT and the preparation of the contract documents and technical specifications. Ultimately, this phase will culminate with the development of construction drawings that show the character and scope of the work to be performed. The anticipated construction drawings include:

- Cover Sheet
- General Note Sheet
- General Construction Notes
- Relocated Utility Plan Sheets using FDOT's drawings as the base of the design.
- Panama City Beach Standard Detail Sheets for the Impacted Utilities.
- MOT Sheets.

**Phase 2 – Bidding Services**

The scope of work for this phase of the project will include the following basic services:

1. Furnish bidding documents to prospective bidders and plan rooms.
2. Attend pre-bid conference; provide response to questions regarding bidding documents; and issue addenda as appropriate to clarify, correct or change the bidding documents.
3. Attend bid opening, tabulate bids and make a recommendation to the City regarding the award of a construction contract.

**Phase 3 – Limited Construction Administration Services**

The scope of work for this phase of the project will include the following basic services:

1. Participate in and conduct a pre-construction conference with the construction contractor prior to the beginning of construction operations.
2. Respond to contractor questions and requests for information during construction.
3. Assist the City in addressing conflicts in the field and their resolution including providing revised design sketches to eliminate the conflict.
4. Limited Construction administration services to include shop drawings review and approval.
5. Limited Construction inspection services (3 hours per day) for substantial compliance with the plans and specifications. Using a 3-hour per day inspection period, the total number of inspection hours allocated will be 105 hours.
6. Following construction of the water line, provide record drawings to the City on reproducible media and AutoCAD (dwg) format on electronic media. Record drawings will be based on

**Attachment A  
Scope of Services, Task Order 2021-02  
CITY OF PANAMA CITY BEACH  
SR 30A (US 98) from Walton Co. to Heather Drive Utilities Relocation**

information provided by the construction contractor relative to changes made in the field during construction.

**PROJECT SCHEDULE**

We anticipate performing Phase 1 design services outlined above within Thirty (30) days following the City authorization to proceed with the project.

**COMPENSATION**

1. Phase 1, Design Services :	\$ 24,610.00
2. Phase 2, Bidding Services:	\$ 5,540.00
3. Phase 3, Limited Construction Administration	<u>\$ 12,620.00</u>
<b>Total Lump Sum Fee:</b>	<b>\$ 42,770.00</b>

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

**DEWBERRY**

203 Aberdeen Parkway  
Panama City, Florida 32405

**CITY OF PANAMA CITY BEACH, FLORIDA**

110 South Arnold Road  
Panama City Beach, Florida 32413

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

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

Name and Title: Jose A. Pereira, P.E.  
Senior Associate

Name and Title: Mr. Albert E. Shortt  
City Manager

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

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

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

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



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

TASK ORDER NO. 2018-3

DATE: March \_\_, 2021

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND DEWBERRY INC. RELATING TO PROFESSIONAL UTILITY ENGINEERING SERVICES – MAJOR WASTEWATER dated May 10, 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 **PCB Pkwy (US 98) from Walton Co. to Heather Dr. Utilities Relocation.**

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

- a stipulated sum of \$ **42,770.00** ; 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,
- a fee determined on a time-involved basis with a maximum cost of \$ \_\_\_\_\_;

Work shall begin on March 26, 2021 and shall be completed 135 calendar days following this date. The date of completion of all work is therefore August 8, 2021. 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:

INFRASTRUCTURE SOLUTION SERVICES, LLC.

\_\_\_\_\_

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

Jose Pereira, P.E.  
Its: Senior Associate

ATTEST:

CITY OF PANAMA CITY BEACH, FL.

\_\_\_\_\_

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

Drew Whitman, City Manager

Lynne Fasone - City Clerk

# **CONSENT AGENDA**

## **ITEM #4**



## **CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY**

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

David Campbell, Community Redevelopment Agency

**2. MEETING DATE:**

March 25, 2021

**3. REQUESTED MOTION/ACTION:**

Approve the AGREEMENT FOR CIVIL ENGINEERING SERVICES FOR CONSTRUCTION ENGINEERING AND INSPECTION OF ALF COLEMAN ROAD SIDEWALK, LIGHTING AND RESURFACING PROJECT with Atkins North America, Inc. in the amount of \$198,354.82.

**4. AGENDA:**

CONSENT AGENDA

**5. IS THIS ITEM BUDGETED  
(IF APPLICABLE)?:** Yes

Detailed Budget Amendment Attached: N/A

**6. IDENTIFY STRATEGIC PRIORITY:**

Public Safety  
Transportation

**7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?**

Panama City Beach was awarded a federal Safety Grant administered by the FDOT Local Agency Program (LAP) to construct sidewalks and roadway lighting on Alf Coleman Rd between PCB Parkway and Hutchison Blvd. in the amount of \$519,819 of which up to \$55,695 is for Construction Engineering and Inspection (CEI). In conjunction with the safety project, Panama City Beach will construct road improvements to raise the road out of the flood plain. Total Project cost is estimated at \$2.2 MM. Panama City Beach is expecting a HMGP grant in the amount of \$1.5 MM for the road improvements.

Panama City Beach solicited statements of qualifications for qualified professional engineering firms to provide CEI for the project in accordance with FDOT requirements. Atkins of North America was the selected firm and Council authorized staff to negotiate an agreement for their services.

[Res 21-120.Alf Coleman CEI.pdf](#)  
[Standard PEPM\\_v7.4.Rosenstein v2.pdf](#)  
[Alf Coleman CEI Proposal Letter.pdf](#)  
[Alf Coleman Manhours-LUS315680.pdf](#)  
[NOVA Expense Estimate.pdf](#)

**RESOLUTION 21-120**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH ATKINS NORTH AMERICA, INC. FOR CONSTRUCTION ENGINEERING INSPECTION SERVICES FOR THE ALF COLEMAN ROAD SIDEWALK LIGHTING AND RESURFACING PROJECT IN A NOT TO EXCEED AMOUNT OF \$198,354.82.**

**BE IT RESOLVED** that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Atkins North America, Inc., relating to Construction Engineering and Inspection Services for the Alf Coleman Road Sidewalk Lighting and Resurfacing Project, in the basic amount of One Hundred Ninety Eight Thousand, Three Hundred Fifty Four Dollars and Eighty-Two Cents (\$198,354.82), in substantially the form attached and presented to the Council today, draft dated March 2, 2021, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

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

**PASSED** in regular session this \_\_\_\_ day March, 2021.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mark Sheldon, Mayor

**ATTEST:**

\_\_\_\_\_  
Lynne Fasone, City Clerk

# ATKINS

Member of the SNC-Lavalin Group

## Cost Proposal - Detail

0

0

(Contract #)

Submittal Date: Jan-00-1900

Task#	Resource Category	Description	O/H Pool	Rate	Unit	Qty	Extended Price
<b>1</b>	<b>Atkins Labor</b>						
	<b>Labor</b>						
		Sr. Project Engineer	Field	182.24	Hr	198.0	36,083.23
		Project Administrator	Field	120.14	Hr	214.5	25,769.55
		Contract Support Specialist	Field	63.50	Hr	173.3	11,000.99
		Sr. Inspector	Field	70.79	Hr	1,072.5	75,919.37
		Inspector Aide	Field	39.37	Hr	412.5	16,239.55
		Sr. Inspector OT	Field	84.72	Hr	107.3	9,086.47
	<b>Labor Total</b>					<b>2,178</b>	<b>174,099.15</b>
<b>1</b>	<b>Atkins Labor Total</b>						<b>174,099.15</b>
<b>2</b>	<b>Subconsultants</b>						
	<b>Subcontract &amp; Consultants</b>					<b>24,255.7</b>	<b>24,255.67</b>
		Nova		1.0	-	9,894.1	9,894.12
		Quest QCA		1.0	-	14,361.6	14,361.55
	<b>Subcontract and Expenses Total</b>						<b>24,255.67</b>
<b>2</b>	<b>Subconsultants Total</b>						<b>24,255.67</b>
	<b>Total Extended Price</b>						<b>198,354.82</b>



Member of the SNC-Lavalin Group

Mr. David Campbell, PE  
116 S. Arnold Road  
Panama City Beach, FL 32413

Atkins North America, Inc.  
1141 Jackson Avenue  
Chipley, Florida 32428-2179

Telephone: +1.850.638.2288  
Fax: +1.850.638.3002

[www.atkinsglobal.com/northamerica](http://www.atkinsglobal.com/northamerica)

March 2, 2021

**RE: FPID #: 441742-2-58-01 & 441741-2-58-02  
CEI SERVICES FOR THE CONSTRUCTION OF THE ALF COLEMAN ROAD  
SIDEWALK, LIGHTING AND RESURFACING PROJECT**

**Dear Mr. Campbell,**

Thank you for the opportunity to provide a proposal for construction engineering and inspection services on the above referenced project. Based on the Scope of Services and our discussions, Atkins understands our services to consist of the following key items:

---

#### **CONSTRUCTION ENGINEERING INSPECTION**

Atkins will provide an onsite construction administration and inspection resident team to provide daily inspection oversight and contract management of construction services for this project. Atkins's services will comply with Part III Scope of Services as stated in the Request for Qualifications. The daily activities will comply as stated below from the Scope:

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, FDOT specifications, and special provisions for the Construction Contract. The Consultant shall monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract. The Consultant shall also maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work in order to determine the progress and quality of work and identify discrepancies. The consultant shall report significant discrepancies to the City and direct the Contractor to correct such observed discrepancies.

In our performance of the above, Atkins will provide:

- Construction oversight for construction document conformance
- Coordination with utility owners and agencies
- Compliance with permit conditions
- Daily inspection photos and reports
- Weekly summaries of construction activities
- Material tracking for payment request processing
- Weekly progress meetings to review progress and discuss project issues and concerns
- Weather and other delay tracking
- Walkthroughs for substantial completion and final acceptance
- Respond to contractor requests for information (RFI)
- Schedule and conduct the preconstruction conference
- Provide EEO compliance review and reporting to ensure the contractor is in compliance with FHWA federal EEO requirements
- Provide materials sampling and testing to ensure the work and materials are in compliance with the specifications, plans and contract documents
- Review the contractor's monthly estimate for accuracy and completeness
- Generate and document final quantities of the work
- Comply with the Atkins Letter of Response

### **PROJECT DELIVERABLES**

Based on the requirements of the County and the scope outlined above, the following deliverables will be included in this project:

- As-built set of plans
- Materials certification, delivery tickets, and shop drawings as well as the materials statement
- Final estimate of all the work
- Final invoice and final contract amount
- Payrolls, sublet agreements, and CUFF reports to comply with FHWA requirements
- FDEP Notice of Beginning and Completion of construction
- Daily diaries of construction
- Weekly and monthly project status reports
- Correspondence files and meeting minutes
- Quality assurance and verification test reports
- All asphalt lot packages
- Project certification at the completion of the work

**COMPENSATION**

The above proposed scope will be completed for a not to exceed amount of \$198,354.82 as detailed in the attached Cost Proposal Detail.

**ADDITIONAL SERVICES OUTSIDE SCOPE**

Additional services must be authorized by City of Panama City Beach in writing and agreed upon by Atkins; in which event Atkins shall perform such services in connection with the project. Any additional services shall be set forth in an amendment to this agreement, which shall be executed by both parties and which shall be governed by the terms of this agreement. Services authorized by City of Panama City Beach other than those specifically listed above shall be considered additional services. Additional services may include but are not necessarily limited to the following items:

1. All demobilization, remobilization, labor, and expense costs or fees for Atkins and its subcontractors or vendors associated with City of Panama City Beach delays, postponements, or stoppages of work following task initiation and/or between tasks.
2. Preparing to serve or serving as an expert witness in connection with any public hearing or legal proceeding.

Please review the proposed scope and estimate at your convenience and feel free to contact me anytime with any questions or for discussion. Thank you again for the opportunity to continue providing engineering services to City of Panama City Beach.

Sincerely,

eric I  
rosenstein  
n

Digitally signed by eric I  
rosenstein  
DN: C=US, O=Unaffiliated,  
OU=A01410D0000174C650AFF  
6000108F7, CN=eric I rosenstein  
Reason: I am the author of this  
document  
Location: Tallahassee FL  
Date: 2021-03-02 16:12:40  
Foxit PhantomPDF Version 9.7.2

Eric Rosenstein, PE  
Sr. Project Engineer  
Atkins North America, Inc.  
[eric.rosenstein@AtkinsGlobal.com](mailto:eric.rosenstein@AtkinsGlobal.com)  
(850) 596-8081

cc: Greg Aldrich, PE, Atkins  
Matt Taylor, PE, Atkins

Attachments: (3)  
- Cost Proposal Detail  
- Manhour Estimate  
- NOVA Testing Backup



MAN-MONTH TABLE		2021											
NAME	POSITION	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
ALDRICH	SR. PE												
ROSENSTEIN	SR. PE				0.10	0.20	0.20	0.20	0.20	0.20	0.10		
GONZALEZ	PA												
STOUTAMIRE, S.	PA				0.20	0.20	0.20	0.20	0.20	0.20	0.10		
WILLIAMS	CSS												
DAILEY	CSS				0.15	0.15	0.15	0.15	0.15	0.15	0.15		
PRESLEY	CSS												
MOLDOVAN	SR. INSPECTOR												
SKIPPER	SR. INSPECTOR												
ALLEN	SR. INSPECTOR				1.00	1.00	1.00	1.00	1.00	1.00	0.50		
VICKERS	SR. INSPECTOR												
CONNERS	SR. INSPECTOR												
SMITH	INSPECTOR												
LEWIS	INSPECTOR												
MOORE	INSPECTOR												
STOUTAMIRE, Z.	INSPECTOR AIDE					0.50	0.50	0.50	0.50	0.50			

MAN-HOUR TABLE		2021											
NAME	POSITION	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
ALDRICH	SR. PE	0	0	0	0	0	0	0	0	0	0	0	0
ROSENSTEIN	SR. PE	0	0	0	16.5	33	33	33	33	33	16.5	0	0
GONZALEZ	PA	0	0	0	0	0	0	0	0	0	0	0	0
STOUTAMIRE, S.	PA	0	0	0	33	33	33	33	33	33	16.5	0	0
WILLIAMS	CSS	0	0	0	0	0	0	0	0	0	0	0	0
DAILEY	CSS	0	0	0	24.75	24.75	24.75	24.75	24.75	24.75	24.75	0	0
PRESLEY	CSS	0	0	0	0	0	0	0	0	0	0	0	0
MOLDOVAN	SR. INSPECTOR	0	0	0	0	0	0	0	0	0	0	0	0
SKIPPER	SR. INSPECTOR	0	0	0	0	0	0	0	0	0	0	0	0
ALLEN	SR. INSPECTOR	0	0	0	165	165	165	165	165	165	82.5	0	0
VICKERS	SR. INSPECTOR	0	0	0	0	0	0	0	0	0	0	0	0
CONNERS	SR. INSPECTOR	0	0	0	0	0	0	0	0	0	0	0	0
SMITH	INSPECTOR	0	0	0	0	0	0	0	0	0	0	0	0
LEWIS	INSPECTOR	0	0	0	0	0	0	0	0	0	0	0	0
MOORE	INSPECTOR	0	0	0	0	0	0	0	0	0	0	0	0
STOUTAMIRE, Z.	INSPECTOR AIDE	0	0	0	0	82.5	82.5	82.5	82.5	82.5	0	0	0

**ALF COLEMAN  
NOVA EXPENSES WORKSHEET**

LABORATORY TEST	UNIT COST	NO TESTS	TOTAL
<b>SOILS TESTING</b>			
STD PROCTOR	\$ 150.00	2	\$ 300.00
MOD. PROCTOR	\$ 150.00	2	\$ 300.00
LBR	\$ 450.00	1	\$ 450.00
SIEVE SIZE	\$ 100.00	5	\$ 500.00
ORGANIC CONTENT	\$ 75.00	5	\$ 375.00
ATTERBERG LIMITS (IF NEEDED)	\$ 75.00	5	\$ 375.00
-200	\$ 75.00	4	\$ 300.00
<b>CONCRETE TESTING</b>			
F'C (CONCRETE)	\$ 40.00	6	\$ 240.00
<b>ASPHALT TESTING</b>			
Asphalt Maximum Specific Gravity (Rice) Testing	\$ 175.00	2	\$ 350.00
Asphalt Bulk Specific Gravity of Compacted Pills/Cores	\$ 45.00	12	\$ 540.00
Asphalt Bitumen Content by Ignition or Solvent Method	\$ 95.00	2	\$ 190.00
Asphalt Extracted Aggregates Sieve Analysis	\$ 95.00	2	\$ 190.00
<b>PROJECT MANAGEMENT</b>			
Project Manager	\$ 125.00	4	\$ 500.00

TESTING SUBTOTAL \$ 4,610.00

Tax (7.5%) \$ 345.75

**TOTAL \$ 4,955.75**

**CONSENT AGENDA**  
**ITEM #5**



## **CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY**

**1. DEPARTMENT MAKING REQUEST/NAME:**  
Leah Bailey, Utilities

**2. MEETING DATE:**  
March 25, 2021

**3. REQUESTED MOTION/ACTION:**

Staff recommend approval of the Grant Agreement between Northwest Florida Water Management District and the City of Panama City Beach for Grand Lagoon System Extension Project.

**4. AGENDA:**

CONSENT AGENDA

**5. IS THIS ITEM BUDGETED  
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

**6. IDENTIFY STRATEGIC PRIORITY:**

Economic Development  
Quality of Life  
N/A

**7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?**

[Res 21-122.Grand\\_Lagoon\\_Grant\\_Agreement.pdf](#)  
[Grand\\_Lagoon\\_Septic\\_to\\_Sewer\\_DRAFT January\\_2021.pdf](#)

**RESOLUTION 21-122**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING A GRANT AGREEMENT WITH THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT FOR THE GRAND LAGOON SEWER SYSTEM EXTENSION PROJECT.**

**BE IT RESOLVED** that the appropriate officers of the City are authorized to accept and execute on behalf of the City that certain Grant Agreement between the City and The Northwest Florida Water Management District, for the Beach Drive Utilities Grand Lagoon Sewer System Extension Project in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution shall be conclusive evidence of such approval.

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

**PASSED** in regular session this \_\_\_\_\_ day of March, 2021.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mark Sheldon, Mayor

**ATTEST:**

\_\_\_\_\_  
Lynne Fasone, City Clerk

**GRANT AGREEMENT - DRAFT**

Between

The Northwest Florida Water Management District and  
The City of Panama City Beach

for

Grand Lagoon Sewer System Extension Project

Grant Agreement No. **XX-XX**

This Agreement ("Agreement") is made by and between the Northwest Florida Water Management District ("District"), a public entity created by Chapter 373, Florida Statutes, as amended, with an address of 81 Water Management Drive, Havana, Florida 32333 and the City of Panama City Beach ("Grantee") a Florida municipality with an address of 110 South Arnold Road, Panama City Beach, Florida 32413, to provide financial assistance for the Beach Drive Utilities Grand Lagoon Sewer System Extension Project.

In consideration of the mutual benefits to be derived herefrom, the District and the Grantee do hereby agree as follows:

**1. Terms of Agreement**

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Scope of Work**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference.

**2. Period of Agreement**

The Period of Agreement shall begin upon execution by both parties and shall remain in effect through **December 31, 2022**. The Grantee shall be eligible for grant funding during the Period of Agreement. No costs incurred prior to the Period of Agreement are eligible for grant funding. All grant funding will be on a reimbursement basis unless otherwise indicated in Attachment A. This Agreement may be amended to provide for additional services if additional funding is made available and both parties agree, via written amendment to this agreement.

**3. Funding/Invoicing**

- A. The District agrees to provide funding not to exceed seventy-one thousand nine hundred seventy-five dollars and 00/100 (\$71,975) or fifty percent of the final cost to complete the project, whichever is less, for approved expenses in support of the project, as described in **Attachment A**. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee.
- B. The Grantee agrees to contribute match funding meeting or exceeding 50 percent of the total project cost. Match funds expended for the project are considered eligible match beginning with the District fiscal year in which this agreement was executed.

- C. The Grantee shall be paid for all eligible project costs required for the completion of tasks, to include the submittal and approval of deliverables identified in Attachment A. Invoices may be submitted no more frequently than monthly, shall reflect actual costs, and must be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- D. The Grantee shall submit a written invoice request for payment and supporting documentation consistent with the template attached hereto as Attachment B. At a minimum, the invoice and supporting documentation submitted must contain the following information:
- i. Grantee name and contact information, grant agreement name and number, invoice number, invoice date, invoicing time period, and authorized signature;
  - ii. A description and total dollar amount of funds being requested, organized by task;
  - iii. A description and total dollar amount of Grantee expenditures reflecting the required 50 percent match;
  - iv. A narrative description of the work completed for which the funds are being requested, photographic documentation, including progress (percent) toward completion of specified tasks;
  - v. A certification that all work completed and payment requested is for project activities as outlined in this Agreement; and
  - vi. Supporting documentation of actual expenses and proof of payment for matching funds.
  - vii. Additional required documentation identified in Attachments A and B.
- E. The Grantee shall submit, at a minimum, an invoice for all expenses incurred toward approved task deliverables through the District fiscal year (October 1 – September 30) for each fiscal year of the period of agreement. The year-end invoice must be received by the District Project Manager no later than twenty-one (21) days following the end of the District fiscal year. References to days in this Agreement shall mean calendar days unless otherwise specified.
- F. The District agrees to provide payment within thirty (30) days of the District's receipt and approval of an invoice from the Grantee.

#### **4. Available Funding**

The District's performance and obligation to pay under this Agreement are subject to the availability of budgeted funds anticipated at the time of execution. Should funding be discontinued or reduced, this Agreement will be terminated or amended, as appropriate, at the sole discretion of the District. In such an event, the Grantee shall be compensated for work or services satisfactorily completed prior to termination or amendment of the Agreement, to the extent of remaining budgeted funds.

**5. Progress Reports**

The Grantee shall complete and submit Quarterly Progress Reports to the District's Project Manager by April 15, July 15, October 15, and January 15 each year over the term of the agreement, consistent with **Attachment C, Progress Report Template**. The reports shall be submitted electronically and describe the work performed during the quarter just ended, problems encountered, problem resolution, schedule updates, and proposed work for the next reporting period. Quarters are defined as January-March; April-June; July-September; and October-December. All deliverables produced during the reporting period shall be provided with each report, if not previously provided. The District's Project Manager shall review the report and provide the Grantee with any feedback within fifteen (15) days from the date submitted.

**6. Final Report**

The Grantee shall complete a Final Report to summarize the work performed during the entire project, including: a narrative summary of the project; a summary of total project costs; project results and outcomes; and lessons learned. Any geographic information systems data, photographs, and other data created through this project shall be provided electronically with the Final Report, if not previously provided. The Final Report shall be submitted electronically to the District's Project Manager no later than the end of the Agreement period.

**7. Indemnification**

The District shall have no liability or responsibility to the Grantee; its contractors; any governmental entity; or the employees, agents, representatives, licensees, invitees, and guests of the Grantee and its contractors or any other person or entity associated with the project. The Grantee shall and hereby agrees to release, indemnify and hold harmless the District against any and all injury, loss, liability, claim, damage and expense whatsoever (including all expenses reasonably incurred in investigating, preparing or defending against any claim whatsoever) including reasonable attorney's fees and expenses, arising out of, based upon or resulting from the Grantee's use of District funds, whether caused by the negligence of any agent, representative, employee, contractor, invitee, permittee, customer or client of the Grantee, the negligence of another or any other third party, or the negligence of the District.

Notwithstanding the foregoing, the parties acknowledge and agree that Grantee's performance under this Agreement is subject to the provisions of, and limitations in, section 768.28, Florida Statutes. Nothing herein shall be construed as i) a waiver of sovereign immunity of Grantee beyond the waiver provided in 768.28, Florida Statutes; or ii) a waiver of any defenses of either party under Florida law. The provisions of this paragraph are solely for the benefit of the parties hereto, and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

**8. Default/Termination**

- A. The District may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the District



shall provide thirty (30) days written notice of its intent to terminate and shall provide the Grantee an opportunity to cure that is reasonable under the circumstances.

- B. The District or Grantee may terminate this Agreement for convenience by providing the other party with forty-five (45) days written notice. If the District terminates the Agreement for convenience, the District shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.

**9. Remedies/Financial Consequences**

No payment will be made for tasks or deliverables deemed unsatisfactory by the District. In the event that a task or deliverable is deemed unsatisfactory by the District, the Grantee shall re-perform the services needed for completion of a satisfactory task or deliverable, at no additional cost to the District, within fourteen (14) days of being notified of the unsatisfactory task or deliverable. If a satisfactory task or deliverable is not submitted within the specified timeframe, the District will request, in writing specifying the failure of performance under this Agreement, that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the District. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

- A. A proposed CAP shall be submitted within fourteen (14) days of the date of the written request from the District. The proposed CAP shall be sent to the District Project Manager for review and approval. Within ten (10) days of receipt of the proposed CAP, the District shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) days from receipt of the District letter rejecting the proposal to submit a revised proposed CAP.
- B. Upon the District's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the District does not relieve the Grantee of any of its obligations under the Agreement. The Grantee shall implement the CAP until all deficiencies are corrected and do so within sixty (60) days. Reports on the progress of the CAP will be made to the District as requested by the District Project Manager. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the District shall retain the right to require additional or further remedial steps. No actions approved by the District or steps taken by the Grantee shall preclude the District from subsequently asserting any deficiencies in performance.
- C. Failure to respond to a District request for a proposed CAP and failure to correct a deficiency in the performance of the Agreement as specified by the District shall result in the application of financial consequences per Section 215.971(1)(c), F.S. to include a one percent reduction in payment applied to the invoice for the respective task or deliverable.

The remedies set forth above are not exclusive and the District reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

**10. Recordkeeping; Audit**

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The District, the State, inspector general or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. The Grantee shall also cooperate with an inspector general in any investigation, audit, inspection, review or hearing, pursuant to Section 20.055(5), Florida Statutes.
- B. The Grantee must ensure grant funds are not comingled with funds from other sources; funds budgeted and/or received for one project may not be used to support another project. If a Grantee's accounting system cannot comply with this requirement, the District and Grantee will establish a system to provide adequate fund accountability for each awarded project. If the District discovers that funds have been comingled, the District has the right to seek a refund for all grant funding received plus interest accrued from the first day the grantee received the funds. Interest shall be calculated based on the prevailing rate used by the State Board of Administration.

**11. Special Audit Requirements**

In addition to the requirements in Section 10, the Grantee shall comply with applicable provisions contained in **Attachment D, Special Audit Requirements**, attached hereto and made a part hereof. Exhibit 1 to **Attachment D** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment D**. The District will provide a revised copy of Exhibit 1 to the Grantee for each amendment which authorizes a funding increase or decrease.

**12. Subcontracts**

- A. The Grantee may subcontract work under this Agreement, on a competitive basis and in a manner consistent with Florida Statutes, without the prior written consent of the District's Project Manager. The Grantee shall submit a copy of the executed subcontract and a copy of the tabulation form for the competitive procurement process (i.e. Invitation to Bid or Request for Proposals) to the District within fourteen (14) days after execution. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement, including but not limited to: design, permitting, construction, surveying, contract management, land acquisition, legal services, right-of-way acquisition, zoning, replatting, comprehensive plan amendment, code variance, and other services, as necessary. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- B. Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 691-72, Florida Administrative Code (F.A.C.). The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- C. If the procurement is subject to the Consultant's Competitive Negotiation Act section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

**13. Prohibited Local Government Construction Preferences**

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
  - i. The contractor's maintaining an office or place of business within a particular local jurisdiction; or
  - ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
  - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A, a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

**14. Lobbying Prohibition**

In accordance with Section 216.347, Florida Statutes, expenditure of District grant funds for purposes of lobbying, including of the Legislature, judicial branch, or any state agency, is prohibited.

**15. Compliance with Law**

- A. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations and financial consequences pursuant to Section 215.971(1)(c), Florida Statutes. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
- B. The Grantee will maintain compliance with all District permits throughout the term of this Agreement. Failure to do so will result in an immediate cessation of project

activities until compliance has been restored and may include reductions in grant funding in the sole discretion of the District. If compliance cannot be reached within a reasonable timeframe, the District may, at its discretion, terminate this Agreement subject to Section 8.

**16. Notice**

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

**17. Contacts**

The District's project manager is identified below:

Samuel Mwenda, Hydrologist I	
Northwest Florida Water Management District	
81 Water Management Drive	
Havana, FL 32333-4712	
Telephone No.:	(850) 539-5999
E-mail Address:	Samuel.Mwenda@nwfwater.com

The Grantee's project manager is identified below:

Mark Shaeffer, Utilities Director	
City of Panama City Beach	
116 South Arnold Road	
Panama City Beach, FL 32413	
Telephone No.:	Telephone No.:
E-mail Address:	E-mail Address:

**18. Insurance**

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from performance of the work specified under this Agreement, whether such work is performed by the Grantee or its contractors. All policies of insurance shall be maintained by the Grantee hereunder shall name the District as an Additional Insureds for the entire length of the agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the District's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. If the Grantee is self-funded for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length

of the Agreement. The Grantee shall notify the District's Grant Manager within 10 calendar days of any cancellation of insurance or coverage, change in insurance provider, or change in coverage limits and provide documentation of required coverage to the District's Grant Manager concurrent with such notification.

- C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified under this Agreement, unless such sub grant or subcontractor employees are covered by the protection afforded by the Grantee.
- i. Workers' Compensation Insurance is required for all employees connected with the work of this project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the District, for the protection of its employees not otherwise protected.
  - ii. Commercial General Liability insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$250,000 each occurrence and \$500,000 policy aggregate.
  - iii. Commercial Automobile Liability insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

\$300,000	Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
\$300,000	Hired and Non-owned Automobile Liability Coverage
  - iv. Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lcontact.htm>) or to the parties' insurance carrier.

**19. Conflict of Interest**

The Grantee, together with its shareholders, members, partners, officers, directors, employees, agents and affiliates, covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**20. Ownership of Property and Equipment**

The Grantee agrees to own, operate, and maintain any facilities or improvements constructed under this agreement. The Grantee shall ensure that, throughout its useful life, the facilities or improvements are (1) maintained properly and in accordance with applicable federal, state, and local requirements; and (2) kept in reasonable repair so as to prevent undue deterioration and dangerous conditions to public health and the environment.

Upon satisfactory completion of this Agreement, the Grantee shall retain ownership of any equipment purchased under this Agreement, as outlined in **Attachment A**. Non-expendable personal property or equipment purchased by a subcontractor that meets the parameters set forth in Section 12.B of this Agreement shall be capitalized in accordance with Chapter 69I-72, F.A.C., with property records maintained by the Grantee for audit purposes. Throughout the term of this Agreement, the Grantee shall:

- A. Have use of the equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed;
- B. Implement adequate maintenance procedures to keep the equipment in good operating condition; and
- C. Be responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of equipment purchased with District funds and held in Grantee's possession.

**21. Unauthorized Employment**

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

**22. Amendments**

Any amendment to this Agreement must be in writing and executed by both parties. Notwithstanding any provision of this Agreement to the contrary, any duly executed amendment of this Agreement to extend its term shall be deemed to automatically add or modify, as appropriate, reporting due dates pursuant to Sections 5 and 6 hereof such that the dates are commensurate with the extended term of this Agreement.

**23. Discrimination**

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in the performance of this Agreement.
- B. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid or contract with a public entity for construction or repair of a public building or public work, may not submit

bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Questions regarding the convicted vendor list may be directed to the Florida Department of Management Services, State Purchasing Division, at (850) 488-8440 or send email to [purchasingcustomerservice@dms.myflorida.com](mailto:purchasingcustomerservice@dms.myflorida.com).

- C. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes, may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, State Purchasing Division, at (850) 488-8440 or send email to [purchasingcustomerservice@dms.myflorida.com](mailto:purchasingcustomerservice@dms.myflorida.com).

#### **24. Scrutinized Companies**

The Grantee certifies that it and any of its affiliates are not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to s. 287.135, F.S., the District may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for one million or more dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged with business operations in Cuba or Syria as identified in s. 287.135, F.S. Pursuant to s. 287.135, F.S., the District may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

#### **25. Inspection of Work; Access**

District personnel and its representatives shall, upon reasonable prior notice to Grantee, have access to and may observe and inspect work being performed under this Agreement, including:

- A. Access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

- B. Inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

**26. Public Records Access**

- A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received by Grantee in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S., and must be kept and maintained in accordance therewith.
- B. This Agreement may be unilaterally canceled by the District for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes, and Section 24(a), Article I, Florida Constitution.
- C. If the Grantee meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S., [ i.e. an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
  - i. In the event a request to inspect or copy public records relating to this Agreement for services is made to the District and the District does not possess the requested records, the Grantee must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the District within a reasonable time, the Grantee may be subject to penalties under s. 119, F.S. or as otherwise provided by law.
  - ii. Upon request from the District's custodian of public records, Grantee shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law. All records that are stored electronically must be provided to the District in a format that is compatible with current information systems.
  - iii. Grantee shall identify and ensure that all 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 Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the District.
  - iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to the District, all public records in possession of Grantee or keep and maintain public records required by the District to perform the services under this Agreement. If the Grantee transfers all public records to the District, the Grantee shall destroy any duplicate public records that are exempt or



confidential and exempt from public record disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records.

**D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 539-5999; by email at [ombudsman@nfwwater.com](mailto:ombudsman@nfwwater.com); or by mail at Northwest Florida Water Management District, 81 Water Management Drive, Havana, FL 32333.**

**27. Publicity**

The Grantee agrees to give appropriate credit to the "Northwest Florida Water Management District" for its financial support in any and all press releases, publications, annual reports, video credits, dedications, project signs, and other public communications regarding this Agreement or any of the deliverables associated with the project, the work, and/or this Agreement. The Grantee hereby grant the District the right and authority to publicize the District's financial support for the project in press releases, publications and other public communications.

**28. Execution of Counterparts**

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

**29. Severability**

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**30. Entire Agreement**

This Agreement constitutes the entire agreement between the District and the Grantee and may be amended or extended only in writing, signed by both the District and the Grantee.

IN WITNESS WHEREOF, the parties have executed this Agreement, the day and year last written below.

**NORTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT**

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Brett J. Cyphers, Executive Director

By: \_\_\_\_\_  
Tony O'Rourke, City Manager

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

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

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Scope of Work (3 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Checklist and Template (3 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Progress Report Template (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Special Audit Requirements (5 Pages)</u>

## ATTACHMENT A SCOPE OF WORK

**PROJECT TITLE:** Grand Lagoon Sewer System Extension Project

**PROJECT LOCATION:** South of Grand Lagoon along the Elizabeth Avenue and eastern Beach Drive and approximately one block northward on Tarpon Street, Ocean Street and Oceanview Drive (Figure 1).

**PROJECT BACKGROUND:** This project is part of the original first phase of the Grand Lagoon Sewer system project which was not constructed due to funding limitations. The City of Panama City Beach is expanding sewer lines in the project area making sewer service available for existing residential connections currently utilizing onsite sewage treatment and disposal systems (OSTDS). It will also provide lower cost gravity sewer availability to seven additional residences with septic tanks rather than the currently available pressure sewer service. Existing residences on septic tanks in the area would begin being assessed a sewer availability fee on their water bill to encourage connection to the system.

The Grand Lagoon Sewer System Extension includes construction of approximately 2,780 linear feet of gravity sewer, 97 sewer service laterals, and 11 manholes. Sanitary sewer service laterals will be stubbed out to the right of way limit for ease of connection of existing/future development. It is expected that this work will ultimately facilitate removal of approximately 55 existing OSTDS that discharge effluent within the Grand Lagoon basin. Elimination and abandonment of the existing OSTDS in the project area will eliminate an estimated 1,689 pounds per year of nitrogen loading to the Lagoon using the mid-range 12 grams per person per day with an average of 2.5 persons per dwelling unit (ref. Table 3-7 EPA Onsite Wastewater Treatment Systems Manual). This work is a subset of the larger Beach Drive Utilities Improvements Project, which will include construction of approximately three miles of 6"-12" sewer forcemain and 6"-24" watermain on the peninsula bordering Grand Lagoon.

**PROJECT DESCRIPTION:** This specific scope will provide up to \$3,125 per residential connection to offset sewer connection fees, on a first-come, first-served basis. Grant funds under this agreement are sufficient to provide support for approximately twenty-three (23) residential connections that connect to sewer service in the project area once the sewer service is available. The connection fee assistance will remain available for a minimum of 12-months from notification of the availability of sewer service.

As part of project implementation, the City of Panama City Beach will notify residents in the project area about the availability of funding assistance in the amount of up to \$3,125 per residential connection on a first-come, first-served basis while funds last and through a minimum 12-month availability. Public notice will be made by direct mail to residents and property owners in the project area, at least one public meeting advertised in the local newspaper, and posting on the Grantee's website. The notice will include details about the benefits of connecting to the sewer service to both Grand Lagoon and the resident, details on how to apply for the funding assistance, the deadline for applying for the funding assistance, notification of the sewer availability fee that residents will pay upon sewer service availability, as well as any other details about the project of public interest.

**Commented [PT1]:** Panama City Beach – Please revise as appropriate. The public meeting could be remote (Zoom, etc.) if needed/preferred due to COVID or for other reasons and/or perhaps there are other means the City prefers for public outreach.



Figure 1. Project Area

**TASKS AND DELIVERABLES:** All documentation should be submitted electronically unless otherwise indicated.

**PAYMENT REQUESTS:** District grant funding is available under this agreement to offset costs for sewer connection fees (Task 2) up to \$3,125 per connection. Residents in the project area must be eligible to receive this assistance for a minimum of 12 months from the date sewer service is available and they are so notified. Following conclusion of this period of availability, any remaining District grant funds may reimburse eligible construction costs (Task 1) on the part of the Grantee.

Grantee may submit a payment request no more frequently than once per month. Interim deliverables and/or final deliverables must be submitted and accepted in writing by the District's Project Manager prior to payment request approval. If partial payment is requested prior to completion of tasks below, an interim deliverable must be included with a narrative summary of task progress and indication of percent complete.

Invoice documentation must include the following:

1. Grantee name and contact information, grant agreement name and number, invoice number, invoice date, invoicing time period, and authorized signature;
2. A description and total dollar amount of funds being requested, organized by task;

3. A description and total dollar amount of Grantee expenditures reflecting the required match;
4. A narrative description of the work completed for which the funds are being requested, photographic documentation, including progress (percent) toward completion of specified tasks;
5. Supporting documentation of actual expenses and proof of payment for all expenses designated as match;
6. For invoices submitted to offset residential connection costs, include documentation of:
  - a) Application for connection fee assistance
  - b) Sewer service connection
  - c) Completed septic tank abandonment
  - d) Proof of waiver of connection fee up to \$3,125 per connection
7. For invoices submitted for reimbursement of construction costs following the 12-month eligibility for connection fee support, include documentation of actual expenses and proof of payment, a signed acceptance of the completed work to date and the Engineer's Certification of Payment Request; and
8. A certification that all work completed and payment requested is for project activities as outlined in this Agreement.

#### **TASK 1: CONSTRUCTION**

**Deliverables:** The Grantee will construct the Grand Lagoon Sewer System Extension to include construction of approximately 2,780 linear feet of gravity sewer, 97 sewer service laterals, and 11 manholes. Sanitary sewer service laterals will be stubbed out to the right of way limit for ease of connection of existing/future development.

**Documentation:** The Grantee will submit documentation of construction progress with quarterly progress reports. The documentation will include a summary of expenditures, as well as photographic documentation. The Grantee will also provide proof of payment of expenditures as required to meet match requirements of this agreement.

If the period of eligibility for connection fee assistance expires and additional grant funds are available under this Agreement, the Grantee may invoice the District for reimbursement of construction expenses to the extent grant funds remain available, so long as match requirements are otherwise met. In such cases, documentation shall include a signed acceptance of the completed work to date by the Grantee and the Engineer's Certification of Payment Request.

**Performance Standard:** Timely completion of construction as described within the Scope of Work. The District's Project Manager will review the documentation to verify progress in accordance with the terms of this agreement.

**TASK 2: SEWER CONNECTION ~~IMPACT~~-FEE ASSISTANCE**

**Deliverables:** (1) Quarterly and Final reports; (2) Proof of notification for grant assistance to area residents; (3) Documentation of sewer connection fee assistance application, sewer service connection, and septic tank abandonment for each residence receiving connection fee assistance in the project area.

**Documentation:** Documentation of the application for connection fee assistance; sewer service connection; and completed septic tank abandonment will be required for each resident receiving connection fee assistance funds. Documentation of public outreach of the availability of connection fee assistance, as described in the Project Description, shall be included within quarterly reports as appropriate.

**Performance Standard:** Successful performance of this task shall be demonstrated by (1) notification to residents regarding sewer service benefits to the environment and resident, the availability of \$3,125 in connection fee assistance for connections in the project area on a first-come, first-served basis, and timely submittal of payment requests with all required supporting documentation; and (2) timely submittal of quarterly and final reports.

**SCHEDULE**

The estimated schedule by task is indicated in the table below. Any updates to the schedule must be indicated in quarterly reports to the District, subject to District Project Manager approval. All tasks and deliverables must be completed on or before the end of the contract period indicated in Section 2 of the Agreement.

Task No.	Task or Deliverable Title	Task Start Date	Task End Date
1	Construction	3/1/2021	9/30/2021
2	Sewer connection <del>impact</del> fee assistance	9/30/2021	12/30/2022

**BUDGET SUMMARY**

The total cost of the project is estimated at \$501,189. Grant funding through this Agreement will not exceed \$71,975. Costs per category are estimates and may vary, with District Project Manager approval, so long as the total grant funds expended are not exceeded.

Task No.	Task or Deliverable Title	Grant Funding	Match
1	Construction*	\$0	\$429,214
2	Sewer connection <del>impact</del> fee assistance	\$71,975	\$0
	Total	\$71,975	\$429,214

\* Following conclusion of a minimum 12-month availability for connection fee assistance (Task 2), remaining District grant funds may contribute toward construction costs (Task 1).

Commented [PT2]: For Panama City Beach – Is this properly termed a "connection fee," or should it be termed a "connection impact fee"?

Commented [PT3]: Please review dates.

**ATTACHMENT B  
PAYMENT REQUEST TEMPLATE**

[Grantee, Address, Logo, etc.]

**INVOICE**

Date	Invoice Period	Invoice No.

<b>Bill To:</b>  Northwest Florida Water Management District 81 Water Management Drive Havana, Florida 32333  Attn: Accounts Payable ( <a href="mailto:AccountsPayable@nwfwater.com">AccountsPayable@nwfwater.com</a> )
--

**Project:** NFWFMD Contract Number **XX-XXX**  
Grand Lagoon Sewer System Extension Project

Date	Item/Activity	Description	Total Expended
<b>Total</b>			<b>\$0.00</b>

Limit of grant agreement	\$71,975.00
Amount previously paid	\$000,000.00
<b>Amount due this invoice</b>	<b>\$000,000.00</b>
Amount of grant agreement remaining	\$000,000.00

Total Match required	\$00,000,000.00	
Match amount for this invoice	\$00,000,000.00	XX%
Total Match to date	\$00,000,000.00	XX%

\_\_\_\_\_  
Signature of Administrator/Clerk

\_\_\_\_\_  
Date

Summary of Activities Completed for Project #: [redacted]; Invoice # \_\_\_\_\_

[Insert description of activities and include any deliverables demonstrating work activities (photos, draft/final plans, surveys, reports, permits, etc.) as attachments. If cost-incurred, must include percent complete]

Engineer/Project Manager certification: This certifies that the work described herein was performed for the [insert project title; NFWFMD Contract Number [redacted]].

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (print)



<b>Invoice Submittal Checklist<sup>1</sup></b>	
<b>Invoice containing:</b>	
	Grantee name, address, phone
	Project name
	Contract number
	Invoice number
	Invoice date
	Invoice period
	Summary of activities being invoiced (date, brief description, cost)
	Photographs, if appropriate
	Summary of match expenditures
	Signature of Project Manager or Administrator/Clerk <sup>2</sup>
<b>Additional required items:</b>	
	Detailed description of activities
	Detailed cost backup documentation (match) <sup>3</sup>
	Application for connection fee assistance
	Documentation of sewer service connection
	Documentation of septic system abandonment
	Proof of waiver of connection fee
	Detailed cost backup documentation (grant) <sup>3</sup> if invoice for construction costs
	Deliverable details as specified in the Scope of Work
	Any other items required in agreement
	Project manager/engineer certification if invoice submitted for construction costs

<sup>1</sup>This invoice checklist is provided to assist the grantee; specific invoice requirements are provided in the Agreement and Attachment A.

<sup>2</sup>Only one signature needed, on invoice or cover letter.

<sup>3</sup>Examples of cost backup documentation include copies of receipts for payment, contractor invoices, copies of cleared checks, payroll records, etc. Documentation should include all applicable costs including supplies and materials, legal fees, permit fees, labor, contractors, and equipment.

**ATTACHMENT C  
PROGRESS REPORT TEMPLATE**

Grand Lagoon Sewer System Extension Project [contract #]

**Progress Report (or Final Report)**

[Report start date] through [report end date]

**[Summary of Requirements below – delete before submitting]**

[Quarterly Reports: Describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates, and proposed work for the next reporting period.]

[Final Report: Include a narrative summary of the project; a financial summary of total costs; results; outcomes; and lessons learned. Include any geographic information systems data, photographs, or other data created through this project, if not previously provided.]

1. Description of project work completed during the reporting period [including contracting, design, etc.];
  - May include design drawings and project area map (if applicable, note if attached or previously provided); photographic record of project activities and progress to date (if applicable); or other deliverables as indicated in the Scope of Work.
2. Problems encountered and solutions;
3. Work plan and schedule for next phase of project up to the next semiannual report or final project summary report. Note any changes to anticipated schedule outlined above, and

Task	Anticipated Completion Date

4. Summary of construction and total project costs to date, itemized by major component.  
[May be text and/or table]

**ATTACHMENT D  
SPECIAL AUDIT REQUIREMENTS**

The administration of resources awarded by the Northwest Florida Water Management District (*which may be referred to as the "District," NFWMD," or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Northwest Florida Water Management District, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by District staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Northwest Florida Water Management District. In the event the Northwest Florida Water Management District determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the District to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR § 200.330 (for fiscal year starts after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov).

## **PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Northwest Florida Water Management District by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## **PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

**PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Northwest Florida Water Management District at one of the following addresses:

By Mail:  
Inspector General  
Northwest Florida Water Management District  
Office of the Inspector General  
81 Water Management Drive  
Havana, Florida, 32333-4712

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a)(the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:  
Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at: <https://harvester.census.gov/facweb>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Northwest Florida Water Management District at the following address:

By Mail:  
Inspector General  
Northwest Florida Water Management District  
Office of the Inspector General  
81 Water Management Drive  
Havana, Florida, 32333-4712

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- a. The Northwest Florida Water Management District at the following address:

By Mail:  
Inspector General  
Northwest Florida Water Management District  
Office of the Inspector General  
81 Water Management Drive  
Havana, Florida, 32333-4712

- b. The Auditor General's Office at the following address:

By Mail:  
State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Northwest Florida Water Management District at the following address:

By Mail:  
Inspector General  
Northwest Florida Water Management District  
Office of the Inspector General  
81 Water Management Drive  
Havana, Florida, 32333-4712

5. Any reports, management letters, or other information required to be submitted to the Northwest Florida Water Management District pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Northwest Florida Water Management District for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Northwest Florida Water Management District, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Northwest Florida Water Management District, or its designee, Chief Financial Officer, or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Northwest Florida Water Management District.

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b>					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
State Program Number	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Statewide Surface Water Restoration and Wastewater Projects	Department of Environmental Protection	2006-2007	37.039	Statewide Surface Water Restoration and Wastewater Projects, Ecosystem Management and Restoration Trust Fund	\$71,975	140047
Total Award					\$71,975	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://www.cfda.gov>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

**CONSENT AGENDA**  
**ITEM #6**





## **CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY**

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

Mark Shaeffer, Utilities

**2. MEETING DATE:**

March 25, 2021

**3. REQUESTED MOTION/ACTION:**

Staff recommend approval of the Grant Agreement between NFWWMD and City of PCB for PCB Parkway Reuse Transmission Extension Project.

**4. AGENDA:**

CONSENT AGENDA

**5. IS THIS ITEM BUDGETED  
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

**6. IDENTIFY STRATEGIC PRIORITY:**

Economic Development  
Quality of Life

**7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?**

[Res 21-123. Parkway Water Main Extension Grant Agreement.pdf](#)  
[Parkway Water Main Extension Grant Agreement.DRAFT.pdf](#)

**RESOLUTION 21-123**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING A GRANT AGREEMENT WITH THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT FOR THE PANAMA CITY BEACH PARKWAY REUSE TRANSMISSION EXTENSION PROJECT.**

**BE IT RESOLVED** that the appropriate officers of the City are authorized to accept and execute on behalf of the City that certain Grant Agreement between the City and The Northwest Florida Water Management District, for the Panama City Beach Parkway Reuse Transmission Extension Project in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution shall be conclusive evidence of such approval.

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

**PASSED** in regular session this \_\_\_\_\_ day of March, 2021.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mark Sheldon, Mayor

**ATTEST:**

\_\_\_\_\_  
Lynne Fasone, City Clerk

# GRANT AGREEMENT - DRAFT

Between

The Northwest Florida Water Management District and  
City of Panama City Beach

for

PCB Parkway Reuse Transmission Extension Project

Grant Agreement No. XX-XX

This Agreement ("Agreement") is made by and between the Northwest Florida Water Management District ("District"), a public entity created by Chapter 373, Florida Statutes, as amended, with an address of 81 Water Management Drive, Havana, Florida 32333 and the City of Panama City Beach ("Grantee") a Florida municipality, with an address of, with an address of 110 South Arnold Road, Panama City Beach, Florida 32413, to provide financial assistance for the PCB Parkway Reuse Transmission Extension Project.

In consideration of the mutual benefits to be derived herefrom, the District and the Grantee do hereby agree as follows:

## 1. Terms of Agreement

The Grantee does hereby agree agrees to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Scope of Work**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference.

## 2. Period of Agreement

The Period of Agreement shall begin upon execution by both parties and shall remain in effect ending on **September 30, 2021**. The Grantee shall be eligible for reimbursement for work performed during the Period of Agreement. No costs incurred prior to the Period of Agreement are eligible for reimbursement. This Agreement may be amended to provide for additional services if additional funding is made available and both parties agree, via written amendment to this agreement.

## 3. Funding/Invoicing

- A. The District agrees to provide funding not to exceed four-hundred ninety-four thousand nine-hundred dollars and 00/100 (\$494,900.00) or fifty percent of the final cost to complete the project, whichever is less, for approved expenses in support of the project, as described in **Attachment A**. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee.
- B. The Grantee agrees to contribute match funding meeting or exceeding 50 percent of the total project cost. Match funds expended for the project are considered eligible match beginning with the District fiscal year in which this agreement was executed.

- C. The Grantee shall be paid on a reimbursement basis for all eligible project costs required for the completion of tasks, to include the submittal and approval of deliverables, identified in Attachment A. Invoices may be submitted no more frequently than monthly, shall reflect actual costs incurred, and must be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- D. The Grantee shall submit a written invoice request for payment and supporting documentation consistent with the template attached hereto as Attachment B. At a minimum, the invoice and supporting documentation submitted must contain the following information:
  - i. Grantee name and contact information, grant agreement name and number, invoice number, invoice date, invoicing time period, and authorized signature;
  - ii. A description and total dollar amount of funds being requested, as organized by task;
  - iii. A description and total dollar amount of Grantee expenditures reflecting the required 50 percent match;
  - iv. A narrative description of the work completed for which the funds are being requested, including progress (percent) toward completion of specified tasks;
  - v. A certification that all work completed and payment requested is for project activities as outlined in this Agreement; and
  - vi. Supporting documentation of actual expenses and proof of payment for requested grant funds and matching funds, where applicable.
- E. The Grantee shall submit, at a minimum, an invoice for all expenses incurred toward approved task deliverables through the District fiscal year (October 1 – September 30) for each fiscal year of the period of agreement. The year-end invoice must be received by the District Project Manager no later than twenty-one (21) days following the end of the District fiscal year. References to days in this Agreement shall mean calendar days unless otherwise specified.
- F. The District agrees to provide payment within thirty (30) days of the District's receipt and approval of an invoice from the Grantee.

#### **4. Available Funding**

The District's performance and obligation to pay under this Agreement are subject to the availability of budgeted funds anticipated at the time of execution. Should funding be discontinued or reduced, this Agreement will be terminated or amended, as appropriate, at the sole discretion of the District. In such an event, the Grantee shall be compensated for work or services satisfactorily completed prior to termination or amendment of the Agreement, to the extent of remaining budgeted funds.

#### **5. Progress Reports**

The Grantee shall complete and submit Quarterly Progress Reports to the District's Project Manager by April 15, July 15, October 15, and January 15 each year over the term of the agreement, consistent with **Attachment C, Progress Report Template**. The reports shall be

submitted electronically and describe the work performed during the quarter just ended, problems encountered, problem resolution, schedule updates, and proposed work for the next reporting period. Quarters are defined as January-March; April-June; July-September; and October-December. All deliverables produced during the reporting period shall be provided with each report, if not previously provided. The District's Project Manager shall review the report and provide the Grantee with any feedback within fifteen (15) days from the date submitted.

**6. Final Report**

The Grantee shall complete a Final Report to summarize the work performed during the entire project, including: a narrative summary of the project; a summary of total project costs; project results and outcomes; and lessons learned. Any geographic information systems data, photographs, and other data created through this project shall be provided electronically with the Final Report, if not previously provided. The Final Report shall be submitted electronically to the District's Project Manager no later than the end of the Agreement period.

**7. Indemnification**

The District shall have no liability or responsibility to the Grantee; its contractors; any governmental entity; or the employees, agents, representatives, licensees, invitees, and guests of the Grantee and its contractors or any other person or entity associated with the project. The Grantee shall and hereby agrees to release, indemnify and hold harmless the District against any and all injury, loss, liability, claim, damage and expense whatsoever (including all expenses reasonably incurred in investigating, preparing or defending against any claim whatsoever) including reasonable attorney's fees and expenses, arising out of, based upon or resulting from the Grantee's use of District funds, whether caused by the negligence of any agent, representative, employee, contractor, invitee, permittee, customer or client of the Grantee, the negligence of another or any other third party, or the negligence of the District.

Notwithstanding the foregoing, the parties acknowledge and agree that Grantee's performance under this Agreement is subject to the provisions of, and limitations in, section 768.28, Florida Statutes. Nothing herein shall be construed as i) a waiver of sovereign immunity of Grantee beyond the waiver provided in 768.28, Florida Statutes; or ii) a waiver of any defenses of either party under Florida law. The provisions of this paragraph are solely for the benefit of the parties hereto, and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

**8. Default/Termination**

- A. The District may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the District shall provide thirty (30) days written notice of its intent to terminate and shall provide the Grantee an opportunity to cure that is reasonable under the circumstances.

- B. The District or Grantee may terminate this Agreement for convenience by providing the other party with forty-five (45) days written notice. If the District terminates the Agreement for convenience, the District shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.

**9. Remedies/Financial Consequences**

No payment will be made for tasks or deliverables deemed unsatisfactory by the District. In the event that a task or deliverable is deemed unsatisfactory by the District, the Grantee shall re-perform the services needed for completion of a satisfactory task or deliverable, at no additional cost to the District, within fourteen (14) days of being notified of the unsatisfactory task or deliverable. If a satisfactory task or deliverable is not submitted within the specified timeframe, the District will request, in writing specifying the failure of performance under this Agreement, that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the District. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

- A. A proposed CAP shall be submitted within fourteen (14) days of the date of the written request from the District. The proposed CAP shall be sent to the District Project Manager for review and approval. Within ten (10) days of receipt of the proposed CAP, the District shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) days from receipt of the District letter rejecting the proposal to submit a revised proposed CAP.
- B. Upon the District's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the District does not relieve the Grantee of any of its obligations under the Agreement. The Grantee shall implement the CAP until all deficiencies are corrected and do so within sixty (60) days. Reports on the progress of the CAP will be made to the District as requested by the District Project Manager. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the District shall retain the right to require additional or further remedial steps. No actions approved by the District or steps taken by the Grantee shall preclude the District from subsequently asserting any deficiencies in performance.
- C. Failure to respond to a District request for a proposed CAP and failure to correct a deficiency in the performance of the Agreement as specified by the District shall result in the application of financial consequences per Section 215.971(1)(c), F.S. to include a one percent reduction in payment applied to the invoice for the respective task or deliverable.

The remedies set forth above are not exclusive and the District reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

**10. Recordkeeping; Audit**

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The District, the State, inspector general or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. The Grantee shall also cooperate with an inspector general in any investigation, audit, inspection, review or hearing, pursuant to Section 20.055(5), Florida Statutes.
- B. The Grantee must ensure grant funds are not comingled with funds from other sources; funds budgeted and/or received for one project may not be used to support another project. If a Grantee's accounting system cannot comply with this requirement, the District and Grantee will establish a system to provide adequate fund accountability for each awarded project. If the District discovers that funds have been comingled, the District has the right to seek a refund for all grant funding received plus interest accrued from the first day the grantee received the funds. Interest shall be calculated based on the prevailing rate used by the State Board of Administration.

**11. Special Audit Requirements**

In addition to the requirements in Section 10, the Grantee shall comply with applicable provisions contained in **Attachment D, Special Audit Requirements**, attached hereto and made a part hereof. Exhibit 1 to **Attachment D** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment D**. The District will provide a revised copy of Exhibit 1 to the Grantee for each amendment which authorizes a funding increase or decrease.

**12. Subcontracts**

- A. The Grantee may subcontract work under this Agreement, on a competitive basis and in a manner consistent with Florida Statutes, without the prior written consent of the District's Project Manager. The Grantee shall submit a copy of the executed subcontract and a copy of the tabulation form for the competitive procurement process (i.e. Invitation to Bid or Request for Proposals) to the District within fourteen (14) days after execution. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement, including but not limited to: design, permitting, construction, surveying, contract management, land acquisition, legal services, right-of-way acquisition, zoning, replatting, comprehensive plan amendment, code variance, and other services, as necessary. The Grantee agree to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- B. Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 69I-72, Florida Administrative Code (F.A.C.). The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- C. If the procurement is subject to the Consultant's Competitive Negotiation Act section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

**13. Prohibited Local Government Construction Preferences**

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
  - i. The contractor's maintaining an office or place of business within a particular local jurisdiction; or
  - ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
  - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A, a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

**14. Lobbying Prohibition**

In accordance with Section 216.347, Florida Statutes, expenditure of District grant funds for purposes of lobbying, including of the Legislature, judicial branch, or any state agency, is prohibited.

**15. Compliance with Law**

- A. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations and financial consequences pursuant to Section 215.971(1)(c), Florida Statutes. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.



- B. The Grantee will maintain compliance with all District permits throughout the term of this Agreement. Failure to do so will result in an immediate cessation of project activities until compliance has been restored and may include reductions in grant funding in the sole discretion of the District. If compliance cannot be reached within a reasonable timeframe, the District may, at its discretion, terminate this Agreement subject to Section 8.

**16. Notice**

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

**17. Contacts**

The District's project manager is identified below:

Jesse Gray, Water Resource Planner	
Northwest Florida Water Management District	
81 Water Management Drive	
Havana, FL 32333-4712	
Telephone No.:	(850) 539-5999
E-mail Address:	Jesse.Gray@nwfwater.com

The Grantee's project manager is identified below:

Mark Shaeffer, Utilities Director	
City of Panama City Beach	
116 South Arnold Road	
Panama City Beach, FL 32413	
Telephone No.:	(850) 233-5100
E-mail Address:	mshaeffer@pcb.gov

**18. Insurance**

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from performance of the work specified under this Agreement, whether such work is performed by the Grantee or its contractors. All policies of insurance shall be maintained by the Grantee hereunder shall name the District as an Additional Insureds for the entire length of the agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the District's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. If the Grantee is self-funded for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such self-insurance

offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the Agreement. The Grantee shall notify the District's Grant Manager within 10 calendar days of any cancellation of insurance or coverage, change in insurance provider, or change in coverage limits and provide documentation of required coverage to the District's Grant Manager concurrent with such notification.

- C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified under this Agreement, unless such sub grant or subcontractor employees are covered by the protection afforded by the Grantee.
- i. Workers' Compensation Insurance is required for all employees connected with the work of this project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the District, for the protection of its employees not otherwise protected.
  - ii. Commercial General Liability insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$250,000 each occurrence and \$500,000 policy aggregate.
  - iii. Commercial Automobile Liability insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

\$300,000	Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
\$300,000	Hired and Non-owned Automobile Liability Coverage
  - iv. Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carrier.

## 19. **Conflict of Interest**

The Grantee, together with its shareholders, members, partners, officers, directors, employees, agents and affiliates, covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

## **20. Ownership of Property and Equipment**

The Grantee agrees to own, operate, and maintain any facilities or improvements constructed under this agreement. The Grantee shall ensure that, throughout its useful life, the facilities or improvements are (1) maintained properly and in accordance with applicable federal, state, and local requirements; and (2) kept in reasonable repair so as to prevent undue deterioration and dangerous conditions to public health and the environment.

Upon satisfactory completion of this Agreement, the Grantee shall retain ownership of any equipment purchased under this Agreement, as outlined in **Attachment A**. Non-expendable personal property or equipment purchased by a subcontractor that meets the parameters set forth in Section 12.B of this Agreement shall be capitalized in accordance with Chapter 69I-72, F.A.C., with property records maintained by the Grantee for audit purposes. Throughout the term of this Agreement, the Grantee shall:

- A. Have use of the equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed;
- B. Implement adequate maintenance procedures to keep the equipment in good operating condition; and
- C. Be responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of equipment purchased with District funds and held in Grantee's possession.

## **21. Unauthorized Employment**

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

## **22. Amendments**

Any amendment to this Agreement must be in writing and executed by both parties. Notwithstanding any provision of this Agreement to the contrary, any duly executed amendment of this Agreement to extend its term shall be deemed to automatically add or modify, as appropriate, reporting due dates pursuant to Sections 5 and 6 hereof such that the dates are commensurate with the extended term of this Agreement.

## **23. Discrimination**

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in the performance of this Agreement.
- B. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any

goods or services to a public entity, may not submit a bid or contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Questions regarding the convicted vendor list may be directed to the Florida Department of Management Services, State Purchasing Division, at (850) 488-8440 or send email to [purchasingcustomerservice@dms.myflorida.com](mailto:purchasingcustomerservice@dms.myflorida.com).

- C. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes, may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, State Purchasing Division, at (850) 488-8440 or send email to [purchasingcustomerservice@dms.myflorida.com](mailto:purchasingcustomerservice@dms.myflorida.com).

#### **24. Scrutinized Companies**

The Grantee certifies that it and any of its affiliates are not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to s. 287.135, F.S., the District may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for one million or more dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged with business operations in Cuba or Syria as identified in s. 287.135, F.S. Pursuant to s. 287.135, F.S., the District may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

#### **25. Inspection of Work; Access**

District personnel and its representatives shall, upon reasonable prior notice to Grantee, have access to and may observe and inspect work being performed under this Agreement, including:

- A. Access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- B. Inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

**26. Public Records Access**

- A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received by Grantee in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S., and must be kept and maintained in accordance therewith.
- B. This Agreement may be unilaterally canceled by the District for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes, and Section 24(a), Article I, Florida Constitution.
- C. If the Grantee meets the definition of “Contractor” found in Section 119.0701(1)(a), F.S., [ i.e. an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
  - i. In the event a request to inspect or copy public records relating to this Agreement for services is made to the District and the District does not possess the requested records, the Grantee must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the District within a reasonable time, the Grantee may be subject to penalties under s. 119, F.S. or as otherwise provided by law.
  - ii. Upon request from the District’s custodian of public records, Grantee shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law. All records that are stored electronically must be provided to the District in a format that is compatible with current information systems.
  - iii. Grantee shall identify and ensure that all 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 Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the District.
  - iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to the District, all public records in possession of Grantee or keep and maintain public records required by the District to perform the services under this

Agreement. If the Grantee transfers all public records to the District, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records.

**D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 539-5999; by email at [ombudsman@nfwwater.com](mailto:ombudsman@nfwwater.com); or by mail at Northwest Florida Water Management District, 81 Water Management Drive, Havana, FL 32333.**

**27. Publicity**

The Grantee agrees to give appropriate credit to the "Northwest Florida Water Management District" for its financial support in any and all press releases, publications, annual reports, video credits, dedications, project signs, and other public communications regarding this Agreement or any of the deliverables associated with the project, the work, and/or this Agreement. The Grantee hereby grant the District the right and authority to publicize the District's financial support for the project in press releases, publications and other public communications.

**28. Execution of Counterparts**

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

**29. Severability**

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**30. Entire Agreement**

This Agreement constitutes the entire agreement between the District and the Grantee and may be amended or extended only in writing, signed by both the District and the Grantee.

IN WITNESS WHEREOF, the parties have executed this Agreement, the day and year last written below.

**NORTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT**

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Brett J. Cyphers, Executive Director

By: \_\_\_\_\_  
Tony O'Rourke, City Manager

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

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

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Scope of Work (2 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Checklist and Template (3 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Progress Report Template (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Special Audit Requirements (5 Pages)</u>

## **ATTACHMENT A GRANT SCOPE OF WORK**

**PROJECT TITLE:** Panama City Beach Parkway Reuse Transmission Extension Project

**PROJECT LOCATION:** The Project will be located in the City of Panama City Beach along Panama City Beach Parkway/Hwy 98 between North Glades Trail and Chip Seal Parkway. The entire project is located in southern Bay County, Florida.

**PROJECT BACKGROUND:** This Project will result in construction of an alternative water supply project within an Area of Resource Concern. By making reclaimed water available, this project will provide non-potable irrigation water to service residential, commercial, recreational, and other landscape irrigation needs, reducing the demands from potable groundwater sources. The project will make reclaimed water available to more than 200 existing connection opportunities and over 1,500 future connections, and it would provide reclaimed water for a new sports complex. The future development will need access to reclaimed water to meet demand and the sports complex will need in excess of 400,000 gallons per day of water for irrigation upon build out.

**PROJECT DESCRIPTION:** This project will construct approximately 7,350 feet of reclaimed water main extending the existing 20-inch reclaimed water main along Panama City Beach Parkway from North Glades Trail to Chip Seal Parkway.

**TASKS AND DELIVERABLES:** All documentation should be submitted electronically unless otherwise indicated.

**PAYMENT REQUEST SCHEDULE:** Grantee may submit a payment request for cost reimbursement of expended [or incurred costs] no more frequently than once per month. Interim deliverable(s) and/or final deliverable(s) must be submitted and accepted in writing by the District's Project Manager prior to payment request approval. If partial payment is requested prior to completion of tasks below, interim deliverables must be included with a narrative summary of task progress and indication of percent complete.

### **TASK 1: CONSTRUCTION**

**Deliverables:** The Grantee will construct Panama City Beach Parkway Reuse Extension Project in accordance with the design, permitting and construction contract documents. The Grantee will construct approximately 7,350 feet of 20" reclaimed water main and appurtenant structures, to extend the existing 20" reclaimed water main from North Glades Trail to Chip Seal Parkway.

**Documentation:** The Grantee will submit a signed acceptance of the completed work to date by the Grantee and the Engineer's Certification of Payment Request, including a summary of the quantities of reclaimed water line installed and/or number of connections made.

**Performance Standard:** The District's Project Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the District's Project Manager, the Grantee may proceed with payment request submittal.



## TIMELINE

The project task and deliverables must be completed on or before the end of the contract period indicated in Section 2 of the Agreement. The timeline per task is outlined in the table below.

Task No.	Task or Deliverable Title	Task Start Date	Task End Date
1	Construction	3/1/2020	9/30/2021

## BUDGET SUMMARY

The total cost of the project is estimated at \$989,800.00. Grant funding through this Agreement will not exceed \$494,900.00 and is available for costs to complete project construction.

Task No.	Task or Deliverable Title	Grant Funding	Match
1	Construction	\$494,900	\$494,900
	Total*	\$494,900	\$494,900

**ATTACHMENT B  
PAYMENT REQUEST TEMPLATE**

[Grantee, Address, Logo, etc.]

INVOICE

Date	Invoice Period	Invoice No.

<b>Bill To:</b>  Northwest Florida Water Management District 81 Water Management Drive Havana, Florida 32333  Attn: Accounts Payable ( <a href="mailto:AccountsPayable@nfwwater.com">AccountsPayable@nfwwater.com</a> )
--

**Project:** NFWWMD Contract Number **XX-XXX**  
Panama City Beach Parkway Reuse Transmission Extension Project

Date	Item/Activity	Description	Total Expended
<b>Total</b>			<b>\$0.00</b>

Limit of grant agreement		\$494,900.00
Amount previously paid		\$000,000.00
<b>Amount due this invoice</b>		<b>\$000,000.00</b>
Amount of grant agreement remaining		\$000,000.00
Total Match required	\$00,000,000.00	
Match amount for this invoice	\$00,000,000.00	XX%
Total Match to date	\$00,000,000.00	XX%

\_\_\_\_\_  
Signature of Administrator/Clerk

\_\_\_\_\_  
Date

Summary of Activities Completed for Project #: [redacted]; Invoice # \_\_\_\_\_

[Insert description of activities and include any deliverables demonstrating work activities (photos, draft/final plans, surveys, reports, permits, etc.) as attachments. If cost-incurred, must include percent complete]

Engineer/Project Manager certification: This certifies that the work described herein was performed for the [insert project title; NFWWMD Contract Number [redacted]].

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (print)

<b>Invoice Submittal Checklist</b>	
<b>Invoice containing:</b>	
	Grantee name, address, phone
	Project name
	Contract number
	Invoice number
	Invoice date
	Invoice period
	Summary of activities being invoiced (date, brief description, cost)
	Summary of match (if applicable)
	Signature of Administrator/Clerk <sup>1</sup>
<b>Additional required items:</b>	
	Cover letter
	Detailed description of activities
	Detailed cost backup documentation <sup>2</sup> - grant
	Detailed cost backup documentation <sup>2</sup> - match
	Any other items required in agreement
	Project manager/engineer certification

<sup>1</sup>Only one signature needed, on invoice or cover letter.

<sup>2</sup>Examples of cost backup documentation include: copies of receipts for payment, contractor invoices, copies of cleared checks, payroll records, etc. Documentation should include all applicable costs including supplies and materials, legal fees, permit fees, labor, contractors, and equipment.

**ATTACHMENT C  
PROGRESS REPORT TEMPLATE**

[Project name & contract #]

**Progress Report [or Final Report]**

[Report start date] through [report end date]

**[Summary of Requirements below – delete before submitting]**

[Quarterly Reports: Describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates, and proposed work for the next reporting period.]

[Final Report: Include a narrative summary of the project; a financial summary of total costs; results; outcomes; and lessons learned. Include any geographic information systems data, photographs, or other data created through this project, if not previously provided.]

1. Description of project work completed during the reporting period [including contracting, design, etc.];
  - May include: design drawings and project area map (if applicable, note if attached or previously provided); photographic record of project activities and progress to date (if applicable); or other deliverables as indicated in the Scope of Work.
2. Problems encountered and solutions
3. Work plan and schedule for next phase of project up to the next semiannual report or final project summary report. Note any changes to anticipated schedule outlined above; and

Task	Anticipated Completion Date

4. Summary of construction and total project costs to date, itemized by major component.  
[May be text and/or table]

## **ATTACHMENT D SPECIAL AUDIT REQUIREMENTS**

The administration of resources awarded by the Northwest Florida Water Management District (*which may be referred to as the "District," NFWFMD," or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Northwest Florida Water Management District, as described in this attachment.

### **MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by District staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Northwest Florida Water Management District. In the event the Northwest Florida Water Management District determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the District to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

### **AUDITS**

#### **PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR § 200.330 (for fiscal year starts after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov).

## **PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Northwest Florida Water Management District by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## **PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

#### **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Northwest Florida Water Management District at one of the following addresses:

By Mail:

Inspector General  
Northwest Florida Water Management District  
Office of the Inspector General  
81 Water Management Drive  
Havana, Florida, 32333-4712

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a)(the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at: <https://harvester.census.gov/facweb>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, 2 CFR §200.512.
2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Northwest Florida Water Management District at the following address:

By Mail:

Inspector General  
Northwest Florida Water Management District  
Office of the Inspector General  
81 Water Management Drive  
Havana, Florida, 32333-4712

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:



- a. The Northwest Florida Water Management District at the following address:

By Mail:

Inspector General  
Northwest Florida Water Management District  
Office of the Inspector General  
81 Water Management Drive  
Havana, Florida, 32333-4712

- b. The Auditor General's Office at the following address:

By Mail:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Northwest Florida Water Management District at the following address:

By Mail:

Inspector General  
Northwest Florida Water Management District  
Office of the Inspector General  
81 Water Management Drive  
Havana, Florida, 32333-4712

5. Any reports, management letters, or other information required to be submitted to the Northwest Florida Water Management District pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Northwest Florida Water Management District for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Northwest Florida Water Management District, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Northwest Florida Water Management District, or its designee, Chief Financial Officer, or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Northwest Florida Water Management District.

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b>					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Line No. 1622 Alternative Water Supply	2020-2021	37.100	Alternative Water Supply	\$494,900.00	141138
Total Award					\$494,900.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://www.cfda.gov/>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

**CONSENT AGENDA**  
**ITEM #7**



## **CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY**

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

Kelly Jenkins, Public Works

**2. MEETING DATE:**

March 25, 2021

**3. REQUESTED MOTION/ACTION:**

Approve the updated policy and plan to continue to receive funding through grant programs.

**4. AGENDA:**

CONSENT AGENDA

**5. IS THIS ITEM BUDGETED  
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

**6. IDENTIFY STRATEGIC PRIORITY:**

Economic Development

Quality of Life

**7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?**

The previous Title VI/ Nondiscrimination Policy and Plan was approved 2019 for FDOT certification through the local agency program. FDOT has now requested that the City updates their Policy and Plan to continue to receive funding.

[Res 21-124.Title VI NonDiscrimination Policies.pdf](#)

[LEP Title VI policy and Plan.03.18.2021.pdf](#)

**RESOLUTION 21-124**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ADOPTING AN AMENDED NON-DISCRIMINATION POLICY TO ENSURE ACCESS TO CITY PROGRAMS, SERVICES, AND ACTIVITIES AND REPEALING ALL POLICIES IN CONFLICT.**

**BE IT RESOLVED** by the City Council of the City of Panama City Beach, from and after the effective date of this Resolution, that the Nondiscrimination Policies attached and incorporated herein as Exhibit A to this Resolution, are hereby adopted.

**AND BE IT FURTHER RESOLVED** that all policies or resolutions or parts of resolutions or policies in conflict herewith are repealed to the extent of such conflict.

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

**PASSED** in regular session this \_\_\_\_ day March, 2021.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mark Sheldon, Mayor

**ATTEST:**

\_\_\_\_\_  
Lynne Fasone, City Clerk

**CITY OF PANAMA CITY BEACH  
TITLE VI/ NONDISCRIMINATION POLICY AND PLAN**

**I. POLICY STATEMENT:**

The City of Panama City Beach values diversity and welcomes input from all interested parties, regardless of cultural identity, background, or income level. Moreover, the City believes that the best programs and services result from careful consideration of the needs of all communities and when those communities are involved in the transportation decision-making process. Thus, the City does not tolerate discrimination in any of its programs, services or activities. Pursuant to Title VI of the Civil Rights Act of 1964 and other federal and state authorities, the Agency will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion or family status.

**II. TITLE VI/ NONDISCRIMINATION ASSURANCE**

Pursuant to Section 9 of US DOT Order 1050.2A, the City of Panama City Beach assures the Florida Department of Transportation (FDOT) that no person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity.

The City of Panama City Beach further assures FDOT that it will undertake the following with respect to its programs and activities:

1. Designate a Title VI Coordinator that has a responsible position within the organization and access to the Recipient's City Manager.
2. Issue a policy statement signed by the City Manager, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
3. Insert the clauses of *Appendices A and E* of this agreement in every contract subject to the Acts and the Regulations.
4. Develop a complaint process and attempt to resolve complaints of discrimination against sub-recipients. Complaints against the Recipient shall immediately be forwarded to the FDOT District Title VI Coordinator.
5. Participate in training offered on Title VI and other nondiscrimination requirements.
6. If reviewed by FDOT or USDOT, take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) calendar days.
7. Have a process to collect racial and ethnic data on persons impacted by

your agency's programs.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the Recipient.

Dated 03/15/2021

by \_\_\_\_\_  
Interim City Manager  
Albert Shott

## APPENDICES A and E

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.



(5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the

*Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to

your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### **III. COMPLAINT PROCEDURES:**

The City of Panama City Beach has established a discrimination complaint procedure and will take prompt and reasonable action to investigate and eliminate discriminatory actions. Any person who believes that he or she has been subjected to discrimination based upon race, color, national origin, sex, religion, age, disability or family status may file a complaint with the City of Panama City Beach's Title VI Officer:

Name of Title VI Officer: Wyatt Rothwell  
Address: 116 South Arnold Road, Panama City Beach, FL. 32413  
Phone number: (850) 233-5100 EXT 2421  
FAX: (850) 233-5116  
Email: [wyatt.rothwell@pcbfl.gov](mailto:wyatt.rothwell@pcbfl.gov)

In addition, or in lieu of the City:

Florida Department of Transportation  
Equal Opportunity Office  
ATTN: Title VI Complaint Processing  
605 Suwannee Street MS 65  
Tallahassee, FL 32399

If possible, the complaint should be submitted in writing and contain the identity of the complainant; the basis for the allegations (ie, race, color, national origin, sex, religion, age, disability or family status); and a description of the alleged discrimination with the date of occurrence. If the complaint cannot be submitted in writing, the complainant should contact the City of Panama City Beach's Title VI Officer for assistance.

The Title VI Officer will respond to the complaint within thirty (30) days and will take reasonable steps to resolve the matter. Should the City of Panama City Beach be unable to satisfactorily resolve the complaint, the Title VI Officer will forward the complaint, along with a record of its disposition, to the Florida Department of Transportation (FDOT), Equal Opportunity Office, Statewide Title VI Coordinator. FDOT will assume jurisdiction over the complaint for continued processing.

The Agency Title VI Coordinator has 'easy access' to the Agency Chief Executive Officer (CEO) and is not required to obtain management or other approval to discuss discrimination issues with the CEO. However, should the complainant be unable or unwilling to complain to the Agency, the written complaint may be submitted directly to

Florida Department of Transportation (FDOT). FDOT serves as a statewide clearinghouse for Title VI purposes and will either assume jurisdiction over the complaint or forward it to the appropriate federal or state authority for continued processing:

Florida Department of Transportation  
Equal Opportunity Office  
ATTN: Title VI Complaint Processing  
605 Suwannee Street MS 65  
Tallahassee, FL 32399

#### **IV. ADA/504 STATEMENT:**

The City of Panama City Beach makes great effort to ensure that its facilities, programs, services, and activities are available to those with disabilities. The City of Panama City Beach encourages its citizenry to report any facility, program, service or activity that appears inaccessible to the disabled. Furthermore, the City of Panama City Beach will provide reasonable accommodation to disabled individuals who wish to participate in public involvement or other events, with advance notification of seven (7) days.

Questions, concerns, comments or requests for accommodation should be made to the City of Panama City Beach's ADA Officer:

Name of ADA Officer: Wyatt Rothwell  
Address: 116 South Arnold Road, Panama City Beach, FL. 32413  
Phone number: (850) 233-5100 EXT 2421  
FAX: (850) 233-5116  
Email: [wyatt.rothwell@pcbfl.gov](mailto:wyatt.rothwell@pcbfl.gov)

#### **V. LIMITED ENGLISH PROFICIENCY (LEP) GUIDANCE:**

Executive Order 13166 and title VI of the Civil Rights Act of 1964 prohibits recipients of federal financial assistance from discriminating based on national origin by, among other things, failing to provide meaningful access to individuals who are limited English proficient (LEP). All recipients and sub-recipients of federal funding are required to take reasonable steps to provide meaningful access to LEP individuals.

In adherence with Federal regulations, the City of Panama City Beach will make reasonable efforts to ensure its programs, services and activities are meaningfully accessible to those who do not speak English proficiently. To determine if or when alternate language usage is required for meaningful access, the City of Panama City Beach will assess the program, service or activity using the following four factors.

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by City of Panama City Beach's programs, services or activities.

2. The frequency with which LEP individuals come in contact with these programs, services or activities.
3. The nature and importance of the program, service, or activity to people's lives and;
4. The resources available to the City of Panama City Beach and costs.

1. Using census data, the City of Panama City Beach has determined that LEP individuals speaking English less than well represent approximately 3.30% of the community. The City of Panama City Beach realizes that such statistical data can become outdated or inaccurate. Therefore, the City of Panama City Beach contacted local law enforcement, social services agencies and the school board to validate the proportion of LEP served by those entities. Spanish was reported to be the prevalent LEP language with an estimate of 3.30% eligible to be served.

2. The City of Panama City Beach has not received requests for translation or interpretation of its programs, services or activities into Spanish or other language(s). In addition, City of Panama City Beach sponsored community outreach or public events are not attended by significant numbers of LEP individuals' speakers. Thus, the City of Panama City Beach estimates its contact with LEP individuals to be infrequent.

3. The City of Panama City Beach believes that transportation is of critical importance to its public, as access to health care, emergency services, employment, and other essentials would be difficult or impossible without reliable transportation systems. In that spirit, the City of Panama City Beach defines as essential any document that advises the public of how to access nondiscrimination and public involvement policies, as well as those that impact public safety, health and welfare and emergency services. A full list of translated documents can be requested through the City Clerk or Communication Director.

4. The City of Panama City Beach is fortunate to house within/near its jurisdiction one or more institutions of higher education which have extensive language resources. Further, the City of Panama City Beach maintains cordial relationships with faith based and/or community organizations that offer competent language services at low or no cost to the City of Panama City Beach.

The analyses of these factors suggest that LEP services are not required at this time. At a minimum, the City of Panama City Beach commits to:

- Provide public notification in the LEP language of the availability of language assistance, free of charge with a 7-day notice.

The Agency understands that its community characteristics change and that the four factor analysis may reveal the need for more or varied LEP services in the future. As such, it will at least triennially examine its LEP plan to ensure that it remains reflective of the community's needs.

Persons requiring special language services should contact the City of Panama City Beach's Title VI Coordinator:

Name: Lori Philput

Address: 17007 Panama City Beach Parkway, Panama City Beach Florida 32413

Phone number: (850) 233-5100 EXT 2409

Fax: (850) 233-5116

Email: [lori.philput@pcbfl.gov](mailto:lori.philput@pcbfl.gov)

The City of Panama City Beach will conduct an annual assessment of this policy by reviewing census and county labor-market data or review of statistics from school systems, community agencies and organizations and comparison to demographic data. Who has the responsibility for this? I'm not sure I have the bandwidth for it.

The City's LEP Policy statement will be updated annually to ensure compliance with federal laws.

## **VI. PUBLIC INVOLVEMENT:**

In order to plan for efficient, effective, safe, equitable and reliable transportation systems, the City of Panama City Beach must have the input of its public. The City of Panama City Beach spends extensive staff and financial resources in furtherance of this goal and strongly encourages the participation of the entire community. The City of Panama City Beach hosts an informative website that advises the public how it can access information and provide input. The Agency also holds public meetings, workshops and other events designed to gather public input on program/project planning and construction. Further, the City of Panama City Beach sponsors, attends, and participates in other community events to promote its services to the public. Finally, the City of Panama City Beach is constantly seeking ways of measuring the effectiveness of its public involvement.

Persons wishing to request special presentations by the City of Panama City Beach; volunteer in any of its activities; offer suggestions for improvement; or to simply learn more about Agency programs and services should visit:

Or contact:

Name and Title: Debbie Ward Communication

Address: 17007 Panama City Beach Parkway, Panama City Beach Florida, 32413

Email: [Debbie.ward@pcbfl.gov](mailto:Debbie.ward@pcbfl.gov)

Phone: 850-233-5100 EXT. 2261

## VII. DATA COLLECTION:

FHWA regulations require federal-aid recipients to collect racial, ethnic and other similar demographic data on beneficiaries of or those affected by transportation programs, services and activities. The City of Panama City Beach accomplishes this through the use of census data, American Community Survey reports, Environmental Screening Tools (EST), driver and ridership surveys, its community development department and other methods. From time to time, the City of Panama City Beach may find it necessary to request voluntary identification of certain racial, ethnic or other data from those who participate in Agency programs, services or activities. This information assists the Agency with improving service equity and ensuring effective outreach. Self identification of personal data to the City of Panama City Beach will *a/ways* be voluntary and anonymous. Moreover, the City of Panama City Beach will not release or otherwise use this data in any manner inconsistent with the FHWA regulations.

**CONSENT AGENDA**  
**ITEM #8**





## **CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY**

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

David Campbell, Community Redevelopment Agency

**2. MEETING DATE:**

March 25, 2021

**3. REQUESTED MOTION/ACTION:**

Approve the FDOT Transfer Agreement for SR 79 from the north entrance to City Hall to Front Beach Road and Front Beach Road from the west City limits to Lullwater Drive.

**4. AGENDA:**

CONSENT AGENDA

**5. IS THIS ITEM BUDGETED  
(IF APPLICABLE)?:**

Detailed Budget Amendment Attached:

**6. IDENTIFY STRATEGIC PRIORITY:**

**7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?**

City Council, by way of a Memorandum of Understanding with FDOT, have agreed to take possession of Front Beach Road in exchange for FDOT taking possession of Phillip Griffith Parkway (Bay Parkway). Panama City Beach will begin construction of SR 79 and Front Beach Road Segment 3 in the near future and FDOT is prepared to transfer SR 79 from the north entrance to City Hall to Front Beach Road and Front Beach Road from the west City Limits to Lullwater Drive. FDOT will also make available funds to repair a box culvert on the west end of Front Beach Road in their FY22 (July 1, 2021).

[Res 21-126.FBR Transfer Agreement.pdf](#)

[Exhibit A.pdf](#)

[Exhibit B.pdf](#)

[Transfer Agreement - SR 30 - SR 79.pdf](#)

**RESOLUTION 21-126**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE TRANSFER OF FRONT BEACH ROAD SEGMENTS 3 AND 5.**

**BE IT RESOLVED** that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and the Florida Department of Transportation relating to relating to the transfer of all rights and obligations in the Front Beach Road segments 3 and 5 in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

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

**PASSED** in regular session this \_\_\_ day March, 2021.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mark Sheldon, Mayor

**ATTEST:**

\_\_\_\_\_  
Lynne Fasone, City Clerk

# SR 30 Front Beach Rd Transfer



Name	Roadway	BMP	From	EMP	To	Length (Miles)
SR 30 Front Beach Road	46010000	5.534	Panama City Bch City Limits	7.856	442' East of Lullwater Dr.	2.322

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Comm 180

# SR 79 S. Arnold Road Transfer



**Bay Transfers Exhibit B**

**Name**

- SR 79
- SR 79 Ramp
- Major Roads
- Minor Roads
- Unnamed Roads
- Trails
- Hydrology
- City Limits
- Military Installations

Name	Roadway	BMP	From	EMP	To	Length (Miles)
SR 79 S. Arnold Road	46090000	0.020	SR 30 Front Beach Road	0.483	PCB Admin Ent	0.463
<b>SR 79 Ramp</b>	<b>46090001</b>	<b>0.000</b>	<b>SR 30 Front Beach Road</b>	<b>0.077</b>	<b>SR 79</b>	<b>0.077</b>

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, U AeroGRID, IGN, and the GIS User Comm 181

**Florida Department of Transportation/City of Panama City Beach**

**ROADWAY TRANSFER AGREEMENT**

**SR 30(Front Beach Road) and SR 79(Arnold Road) from  
State Highway System to the City Street System**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the "DEPARTMENT," and the CITY OF PANAMA CITY BEACH, hereinafter called the "CITY." The DEPARTMENT and the CITY are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

**WITNESSETH**

**WHEREAS**, the CITY has requested the transfer of State Road (SR) 30 (Front Beach Rd.) (Roadway ID 46010000) from the Panama City Beach City Limits (Beginning Mile Post 5.534) to 442' East of Lullwater Drive (Ending Mile Post 7.856) for an approximate net length of 2.322 miles (the "Road Segment") from the State Highway System to the City Street System, and as depicted on the map attached hereto as Exhibit "A," and this transfer is mutually agreed upon between the CITY and the DEPARTMENT, and

**WHEREAS**, the CITY has requested the transfer of SR 79 (Arnold Road) (Roadway ID 46090000) from SR 30 Front Beach Road (Beginning Mile Post 0.020) to Panama City Beach Administration Entrance (Ending Mile Post 0.483) for an approximate net length of 0.463 miles (the "Road Segment") from the State Highway System to the City Street System, and as depicted on the map attached hereto as Exhibit "B," and this transfer is mutually agreed upon between the CITY and the DEPARTMENT, and

**WHEREAS**, the CITY has requested the transfer of SR 79 Ramp (Roadway ID 46090001) from SR 30 Front Beach Road (Beginning Mile Post 0.000) to SR 79 (Ending Mile Post 0.077) for an approximate net length of 0.077 miles (the "Road Segment") from the State Highway System to the City Street System, as depicted on the map attached hereto as Exhibit "B," and this transfer is mutually agreed upon between the CITY and the DEPARTMENT.

**WHEREAS**, section 335.0415, Florida Statutes, authorizes the Parties to enter this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the CITY and DEPARTMENT agree as set forth below:

1. The Recitals set forth in the Whereas clauses above are true and are by reference made a part of this Transfer Agreement.

2. This Transfer Agreement sets forth the terms and conditions under which the CITY and the DEPARTMENT will abide.
3. By resolution, attached hereto as Exhibit "C," the CITY has authorized its representative to enter into this Transfer Agreement.
4. This Agreement and transfer of the Roadway are subject to final written approval by the Secretary of the Department, which date shall serve as the effective date of this Agreement. The commencement of jurisdictional and maintenance responsibilities is the date of approval of the roadway transfer by the Secretary of the Department.
5. With respect to the Road Segment:
  - (a) The CITY accepts all responsibility for the right of way and for operation and maintenance of the roadway. In addition to the roadbed, this Agreement includes all curbs, culverts, and drainage structures within the right of way at the time of transfer.
  - (b) The CITY shall be responsible for maintenance of the right of way and of public sidewalks, bike paths, and other ways in the right of way.
  - (c) The DEPARTMENT gives up all rights to the Road Segment, including the right of way, except as may be specified in this Agreement.
  - (d) If there will be any road number changes, the CITY will offer an opportunity for a public hearing.
  - (e) It is agreed that all obligations of the DEPARTMENT, under any maintenance, utility, or railroad crossing agreement, permit or other agreement, relating to the Road Segment, shall be transferred at the same time and in the same manner as jurisdictional responsibility and regulatory authority over all pedestrian crossing permits (including, but not limited to, FDOT Permits # 01-K-391-0018, #02-K-391-0017, # 05-K-391-0022, #06-K-391-0002 and # 06-K-391-0022) are assigned to the CITY. If the agreements were made between the DEPARTMENT and the CITY, and the DEPARTMENT will no longer be involved after the transfer takes place, new agreements or amended agreements shall be made between the DEPARTMENT and the CITY. These agreements shall be negotiated and signed prior to District Secretary approval of the final Transfer Agreement. The DEPARTMENT acknowledges that copies of any existing permits, agreements, and easements have been turned over to the CITY for their records prior to the execution of this agreement.

- (f) Disposition of telemetered traffic monitoring sites will be determined on an individual basis. The Traffic Data Section of the Transportation Data and Analytics Office in cooperation with the District Office will determine if polling the sites is still desirable even if the traffic data are no longer needed for State Highway System reporting.
  - (g) If there is evidence of historical or archaeological resources that could be adversely impacted after a transfer, the CITY agrees to maintain the resources in accordance with the Cultural Resource Management Coordinator (CRMC) recommendations. If no evidence is found, the CITY agrees not to adversely affect any such resources if found after the transfer.
  - (h) If Federal-Aid funding has been used on the Road Segment, the CITY agrees to enter into a project agreement with the Department in accordance with 23 USC 116.
  - (i) Transfer of the Roadway from the Department to the CITY shall be by right-of-way map transfer ("Map Transfer"). The Department shall deliver the Map Transfer to the CITY within sixty (60) days of the Effective Date of this Agreement, or as soon thereafter as practicable. The CITY shall record the Map Transfer at the CITY's sole cost and expense in the Bay County Public Records within 60 days of its receipt and provide the Department with a copy of the recorded conveyance document upon receipt of the same from the recording office.
6. Funding associated with projects which are located upon the SR 30/SR 79 Road Segment and are included in the DEPARTMENT'S current adopted work program shall remain available for expenditure on the newly assigned city road. However, this availability is contingent upon both the availability and eligibility of that funding to be used for projects located off of the state highway system, and the expenditure of such funds is otherwise permissible in accordance with applicable laws, rules, regulations and policies.
7. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
8. This Transfer Agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Transfer Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto.

9. This Transfer Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

10. The Parties may be reached at the following addresses and phone numbers.

**Florida Department of Transportation**

Director, Transportation Development  
Post Office Box 607  
1074 Highway 90  
Chipley, FL 32428  
Telephone: (850) 330-1214  
Fax: (850) 330-1761

**City of Panama City Beach**

Tony O' Rourke  
City Manager  
17007 Panama City Bch. Pkwy.  
Panama City Beach, FL 32413  
Telephone: (850) 233-5100

11. Each Party is an independent contractor and is not an agent of the other Party. Nothing contained in this Transfer Agreement shall be construed to create any fiduciary relationship between the Parties, during or after the performance of this Transfer Agreement. Neither Party shall have the authority to bind the other Party to any obligation whatsoever to any third party without the express specific written consent of the other.

12. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith

13. If any part of this Transfer Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Transfer Agreement shall remain in full force and effect provided that the part of this Transfer Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Transfer Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Transfer Agreement to be executed, the day and year first above written.

*Signature page follows.*



**CITY OF PANAMA CITY BEACH**

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

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

City Manager

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

Phillip Gainer, P.E.  
District Secretary

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

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

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**LEGAL REVIEW:**

**LEGAL REVIEW:**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Office of General Counsel  
Department of Transportation

**FINAL APPROVAL BY THE SECRETARY OF TRANSPORTATION**

The Secretary of the Florida Department of Transportation approves the transfer and all provisions listed in this executed Transfer Agreement and the supporting Resolution between the Department and the City.

Signed \_\_\_\_\_

Kevin J. Thibault, P.E.  
Secretary  
State of Florida, Department of Transportation

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

# **REGULAR AGENDA**

## **ITEM #1**



## CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

**1. DEPARTMENT MAKING REQUEST/NAME:**  
Jim Ponek, Parks & Recreation

**2. MEETING DATE:**  
March 25, 2021

**3. REQUESTED MOTION/ACTION:**

Staff is recommending City Council approve a budget amendment and to enter into an agreement with Double H Construction & Development LLC in the amount of \$139,425.00 for the replacement of Two Baseball Backstops at Frank Brown Park due to the damages caused by the tornado on February 15, 2021.

**4. AGENDA:**  
REGULAR AGENDA

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

Detailed Budget Amendment Attached: Yes

**6. IDENTIFY STRATEGIC PRIORITY:**  
Quality of Life  
N/A

**7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?**

Staff is recommending City Council approve a budget amendment and to enter into an agreement with Double H Construction & Development LLC in the amount of \$139,425.00 for the replacement of Two Baseball Backstops at Frank Brown Park due to the damages caused by a tornado on February 15, 2021.

Staff received one Sealed bid on Wednesday March 17, 2021 from Double H Construction and Development LLC in the amount of \$139,425.00. During the mandatory job walk on March 9, 2021 where we had three possible bidders show up and it was explained to the bidders that this Job must be completed by June 1, 2021 due to our busy Summer Tournament schedule beginning June 12, 2021.

Staff has worked with Double H Construction in the past and is confident their construction company can complete this job by June 1.

Staff is recommending approval.

[Res 21-117.FBP Backstops.pdf](#)  
[Bid Proposal from Double H Construction.pdf](#)  
[2021 BA #46 - Backstops.pdf](#)

**RESOLUTION 21-117**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING THE CONSTRUCTION OF TWO BASEBALL BACKSTOPS FROM DOUBLE H CONSTRUCTION & DEVELOPMENT LLC IN THE AMOUNT OF \$139,425, AND AUTHORIZING A BUDGET AMENDMENT TO FUND THIS PURCHASE.**

**BE IT RESOLVED** by the City of Panama City Beach, Florida that:

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and Double H Construction & Development LLC relating to the construction of two baseball backstops in the amount of One Hundred Thirty Nine Thousand, Four Hundred Twenty Five Dollars (\$139,425.00), in substantially the form attached as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution of such agreement shall be conclusive evidence of such approval.
2. The following budget amendment #46 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2020, and ending September 30, 2021, as shown in and in accordance with the attached and incorporated Exhibit B, to reflect the receipt and expenditure for the purposes stated therein.
3. This Resolution shall take effect immediately upon passage.

**PASSED, APPROVED AND ADOPTED** at the regular meeting of the City Council of the City of Panama City Beach, Florida, this \_\_\_\_\_ day of March, 2021.

CITY OF PANAMA CITY BEACH

By \_\_\_\_\_  
MARK SHELDON, MAYOR

ATTEST:

\_\_\_\_\_  
LYNNE FASONE, CITY CLERK

Frank Brown Park: Baseball Backstop Replacement

**BID PROPOSAL FORM**

This proposal of David H Construction & Development LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida, doing business as David H Construction & Development LLC (a corporation, a partnership or an individual), whose Florida General Contractor's License number is CGC1514145 and hereby submitted to the CITY OF PANAMA CITY BEACH (hereinafter called "OWNER").

In compliance with the requirements of the Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the "**PCB21-02-ITB-FRANK BROWN PARK: BASEBALL BACKSTOP REPLACEMENT**" in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below. It is the sole responsibility of the bidder to determine if any addenda have been issued.

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

BIDDER hereby agrees to commence WORK under the CONTRACT DOCUMENTS within ten (10) calendar days after the NOTICE TO PROCEED to be issued by Owner in writing and achieve Substantial Completion of the WORK within 55 consecutive calendar days thereafter. Final Completion of the WORK shall be achieved by BIDDER within the calendar days specified in the General Conditions after the date of Substantial Completion.

BIDDER further agrees to pay as liquidated damages, the sum of \$1500.00 for each consecutive calendar day that expires after the Contract Time until Substantial Completion of the WORK is achieved as provided in Section 15 of the General Conditions.

Frank Brown Park: Baseball Backstop Replacement

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following lump sum: \$ 139,425.00.

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

**LUMP SUM BID SCHEDULE**

Item #	Work Description	Unit Qty	Total
1	Frank Brown Park: Baseball Backstops Materials	1	\$ 70,000.00
2	Frank Brown Park: Baseball Backstops Labor	1	\$ 69,425.00
<b>LUMP SUM BID (1+2)</b>			<b>\$ 139,425.00</b>
<b>(IN WORDS)</b> <u>One hundred thirty nine thousand four hundred twenty five dollars and zero cents.</u>			

BIDDER'S CERTIFICATION

BIDDER certifies that it has thoroughly familiarized itself with and inspected the site and has read and is thoroughly familiar with the CONTRACT DOCUMENTS. Additional site investigation, if deemed necessary by the BIDDER, shall be performed prior to BID submittal at the BIDDER's sole expense. Bidder certifies that the BID submitted is complete and is sufficient for the Bidder to provide a fully operational and working system in accordance with the CONTRACT DOCUMENTS. Furthermore, BIDDER certifies its understanding that neither the OWNERPROJECT REPRESENTATIVE shall provide any labor, equipment, or materials of any kind, which may be required for the performance of the WORK, unless otherwise specifically directed by OWNER. Likewise, BIDDER certifies that it shall provide all equipment, materials, labor, and services necessary to complete the WORK in accordance with the CONTRACT DOCUMENTS whether or not such equipment, material, labor, or service is expressly identified. Such occurrences are deemed subsidiary obligations of the contract for which complete compensation is made under the Lump Sum. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

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

1. Executed Bid Proposal Form
2. Bid Bond
3. Executed Drug Free Workplace
4. Executed Public Entity Crimes
5. References and Project Photograph Portfolio

**CONTRACTOR:**

Dante H Construction & Development LLC  
 Name of Business  
PO Box 9480  
 Address  
Panama City Beach, FL  
32417

Kevin Hill  
 Name of Contractor  
850-596-9675/850-588-6705  
 Phone Number  
03/15/2021  
 Date

[END OF BID PROPOSAL FORM]

Frank Brown Park: Baseball Backstop Replacement

**BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned,  
Dade H Construction, as Principal, and Kevin Hill, as  
Surety, are hereby held and firmly bound unto the City of Panama City Beach, as  
OWNER, in the penal sum of \$6,971.25 (5% of total) for  
the payment of which, will and truly be made, we hereby jointly and severally bind  
ourselves, successors and assigns. Signed this 15<sup>th</sup> day of March, 2021.

The Condition of the above obligation is such that whereas the principal has submitted to  
the OWNER a certain BID, attached hereto and hereby made a part hereof to enter into  
a contract in writing, for the construction of "**FRANK BROWN PARK: BASEBALL  
BACKSTOP REPLACEMENT**"

NOW THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver the Agreement in the form of contract as set forth in Section 00050 (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform its obligations created by OWNER's acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.
- (c) NOW, THEREFORE, if the OWNER shall accept the BID of the Principal and the Principal shall execute and deliver to OWNER the required Agreement and within ten days after the date of a written Notice of Award in accordance with the terms of such BID, and within said ten days deliver to OWNER the required Certificate(s) of Insurance, together with the required Performance and Payment Bonds in an amount of 100% the total Contract Amount as specified in the Bidding Documents or Contract Documents with



Frank Brown Park: Baseball Backstop Replacement

good and sufficient surety for the faithful performance of the Agreement and for the prompt payment of labor, materials and supplies furnished in the prosecution thereof or, in the event of the failure of the Principal to execute and deliver to OWNER such Agreement or to give such bond or bonds, and deliver to OWNER the required certificates of insurance, if the Principal shall pay to OWNER the fixed penal sum of \$1500.00 noted above as liquidated damages, and not as a penalty, as provided in the Instructions for Bidders, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety, for value received, hereby stipulates, and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may have to accept said BID; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Double H Construction & Dev LLC  
Principal

[Signature]  
Surety

By: Kenn Hill

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

[END OF BID BOND]

Frank Brown Park: Baseball Backstop Replacement

**DRUG FREE WORKPLACE**  
STATEMENT UNDER SECTION 287.087  
FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH  
DRUG-FREE WORKPLACE PROGRAMS

**IDENTICAL TIE BIDS:** Preference shall be given to businesses with drug-free workplace programs. Whenever two or more BIDS which are equal with respect to price, quality and service are received by the OWNER for this PROJECT, a bid received from a BIDDER that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. 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' 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 BID a copy of the statement specified in paragraph (1).
4. In the statement specified in paragraph (1), notify the employees that, as a condition of working on the commodities or contractual services that are under BID, the employee 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 not 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 is 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 this statement, I certify that this firm complies fully with the above requirements.

  
\_\_\_\_\_  
**BIDDER SIGNATURE**

[END OF DRUG-FREE WORKPLACE]

**PUBLIC ENTITY CRIMES FORM**

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON  
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 AND  
SUBMITTED WITH THE BID

- 1. This sworn statement is submitted to Panama City Beach Parks & Recreation  
by Kevin Hill  
For Double H Construction & Development LLC  
Whose business address is PO Box 9480 Panama City Beach, FL  
32417

and (if applicable) its Federal Employer Identification Number (FEIN) is 20-5985277  
(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 Section 287.133 (1)(g), Florida Statutes, 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 with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Section 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

- 3. I understand that "affiliate" as defined in Section 2871.33 (1)(a) , Florida Statutes, means:
  - (a.) A predecessor or successor of a person convicted of a public entity crime, or

Frank Brown Park: Baseball Backstop Replacement

- (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 those 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.
4. I understand that a "person" as defined in Section 287.133 (1)(e), Florida Statute, means any natural person or any 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 applies to bid on contracts 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.
5. Based on information and belief, the statement which I have marked below is true in relation to the person submitting this sworn statement. [indicate which statement applies.]

 Neither the person submitting this sworn statement, nor any affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

\_\_\_\_\_The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

\_\_\_\_\_The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months. However, it has been determined, pursuant to Section 287.133, Florida Statutes, that it was not in the public interest to place the person submitting this sworn statement or its affiliate on the convicted vendor list. [Attach a copy of the final order].

6. I understand by my execution of this document, I acknowledge that the person submitting this sworn statement has been informed by the City of Panama City Beach, of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

7. 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 WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY IMMEDIATELY OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

Frank Brown Park: Baseball Backstop Replacement

By: 

Print name: Kevin Hill

Its: Double H Construction & Dev.

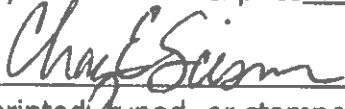
Sworn to and subscribed before me this 15<sup>th</sup> day of March, 2021.

Personally known  OR Produced identification

Notary Public- State of Florida



My commission expires: 04/08/2023

  
[printed, typed, or stamped  
Commissioned Name of Notary Public]

[END OF PUBLIC ENTITY CRIMES]

**MANDATORY REFERENCES AND PORTFOLIO**

BIDDER submits the following four (4) references of completed projects of similar size and scope as follows:

1. Client: James Johnson Contact: 850-596-3322

Job Name: JJ Motorsports

Job Start Date: 12/2018 Job Completion Date: 07/2019

2. Client: William Lewis Contact: 850-832-0210

Job Name: 217 Bankers Cove

Job Start Date: 01/2019 Job Completion Date: 02/2021

3. Client: Austin Zwingelberg Contact: 850-301-3038

Job Name: AZZ Recovering

Job Start Date: 01/2018 Job Completion Date: 08/2018

4. Client: North Lagoon Partners Contact: Jim Hamilton 850-234-3939

Job Name: Multiple miscellaneous projects for Pirates Cove and Lighthouse Marlin

Job Start Date: 2010 Job Completion Date: Present

**BIDDERS MUST INCLUDE PHOTOGRAPHS OF COMPLETED PROJECTS INCLUDED IN REFERENCES.**

*Please see thumb drive for pictures.*

## MANDATORY PRE-BID MEETING

Prior to submission of bid, the bidder is required to attend an approximately one-hour pre-bid meeting and job walk, scheduled for Tuesday, March 9, 2021 at 1:00 PM. If the bidder fails to participate in the entire duration of the pre-bid meeting and job walk, they will be classified as "non-responsive" and their bid will not be considered for this project.

All measurements listed in the project specifications are approximate and must be verified by the bidder during the pre-bid meeting and job walk prior to submitting the bid. The pre-bid meeting and job walk will at **Field 5 in front of the Concessions Stand at Frank Brown Park, 16200 Panama City Beach Parkway, Panama City Beach, FL 32413** and will include damaged baseball fields 5 & 6, as well as unaffected ballfields on which to model the backstop replacements.

**The bidder must sign this page and turn it in to Parks & Recreation staff upon arrival to the pre-bid meeting.**

Kevin Holl  
Doble H Construction & Development LLC  
Bidder Name and Company (Printed)

03/09/2021  
Date

[Signature]  
Bidder Signature  
Owner

[Signature]  
Project Manager



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

No. BA #46

FUND	General	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-7201-572.63-10	Improvements	0.00	140,000.00	140,000.00
FROM	001-8100-999.96-00	Reserves Available for Expenditures	11,165,548.00	(140,000.00)	11,025,548.00
		Check Adjustment Totals:	11,165,548.00	0.00	11,165,548.00

**BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:**

To appropriate funding to replace backstops damaged by tornado at Frank Brown Park

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**ROUTING FOR APPROVAL**

\_\_\_\_\_ DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_ CITY MANAGER \_\_\_\_\_ DATE

\_\_\_\_\_ FINANCE DIRECTOR \_\_\_\_\_ DATE

# **REGULAR AGENDA**

## **ITEM #2**



## **CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY**

**1. DEPARTMENT MAKING REQUEST/NAME:**  
David Campbell, Community Redevelopment Agency

**2. MEETING DATE:**  
March 25, 2021

**3. REQUESTED MOTION/ACTION:**

Approve the construction agreement with GAC Contractors, Inc. for the construction of the Front Beach Road Segment 3 Project in the amount of \$28,003,403.41.

**4. AGENDA:**  
REGULAR AGENDA

**5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:** Yes  
  
Detailed Budget Amendment Attached: N/A

**6. IDENTIFY STRATEGIC PRIORITY:**  
Transportation  
Quality of Life  
Attractive Community

**7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?**

The Front Beach Road Segment 3 project includes reconstruction of Front Beach Road from west of SR79 to Lullwater Drive and SR79 from PCB Parkway to Front Beach Road a total distance of 1.20 miles. This project provides traffic lanes, turning lanes, a roundabout, landscaped medians, transit/bicycle lanes, sidewalks, lighting, signalization, landscaping, utility undergrounding, stormwater retention, signage and pavement markings.

A solicitation for construction bids was publicly advertised and (2) two bidders responded with sealed bids by the required time and date. Bids were publicly opened on March 17, 2021 at 2pm. After reviewing the bids, all bidders were deemed responsive and Dewberry Engineers, Inc. recommends that the Base Bid be awarded to the low bidder, GAC Contractors, Inc. in the amount of \$28,003,403.41. The City has sufficient funds budgeted in FY 2021 to fund that portion of construction expected to occur in the current fiscal year. Additionally, adequate reserves are on hand to fund the balance of the project and the City covenants to budget and appropriate funds in future years as needed to fund the construction contract. This project is scheduled for completion in November 2022. Attached is a copy of the engineer of records recommendation and bid tabulation and a draft agreement (Exhibit B).



## ***CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY***

Res 21-127.Bid Award Segement 3.pdf  
00050 - Agreement.pdf  
2021-03-18\_CRA3\_BID-RECCOMENATION.pdf  
2021-03-18\_CRA3\_BID-TAB.pdf  
00030-bid Form GAC.pdf

**RESOLUTION 21-127**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH GAC CONTRACTORS, INC. FOR THE CONSTRUCTION OF FRONT BEACH ROAD SEGMENT 3 PROJECT IN THE AMOUNT OF \$28,003,403.41.**

**BE IT RESOLVED** that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and GAC Contractors, Inc., relating to the construction of Front Beach Road Segment 3 Project, in the amount of Twenty Eight Million, Three Thousand, Four Hundred Three Dollars and Forty-One Cents (\$28,003,403.41), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

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

**PASSED** in regular session this \_\_\_\_ day March, 2021.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mark Sheldon, Mayor

**ATTEST:**

\_\_\_\_\_  
Lynne Fasone, City Clerk

SECTION 00050  
AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and GAC Contractors, Inc., doing business as a a corporation (an individual), or (a partnership), or (a corporation), having a business address of 4116 Highway 231 N. (hereinafter called "CONTRACTOR"), for the performance of the Work (as that terms is defined below) in connection with the construction of **FRONT BEACH ROAD - SEGMENT 3** ("Project"), to be located in Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by **Dewberry Engineers Inc.**, the Engineer of Record (hereinafter called "Engineer") and all other Contract Documents hereafter specified.

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

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

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

2. The CONTRACTOR will commence the Work required by the Contract Documents within ten (10) calendar days after the date of the NOTICE TO PROCEED to be issued by OWNER in writing within thirty (30) calendar days from the date of this Agreement and will achieve Substantial Completion of the Work within 560 days of the required commencement date, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"). Final Completion of the Work shall be achieved by CONTRACTOR within the time period set forth in Section 15.2 of Section 00100, General Conditions.
3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of \$5,500 for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of the General Conditions.
4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$ 28,003,403.41 as shown in the BID SCHEDULE, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price"). Should Contractor achieve Substantial Completion within 500 and 559 days of the Project Commencement date, OWNER agrees to pay CONTRACTOR an additional amount up to 1.2% of the base bid total, such additional amount to be prorated based on the date on which

Substantial Completion is achieved. (IE, if Contractor achieves Substantial Completion on day 500, City will pay Contractor an additional amount equivalent to 1.2% of the Base Bid. If Contractor achieves Substantial Completion on Day 531, City will pay Contractor an additional amount equivalent to 0.6% of the Base Bid.)

5. The term "Contract Documents" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

Section 00010	ADVERTISEMENT FOR BIDS
Section 00020	INFORMATION FOR BIDDERS
Section 00030	BID PROPOSAL FORM
Section 00040	BID BOND
Section 00050	AGREEMENT
Section 00060	PERFORMANCE BOND
Section 00070	PAYMENT BOND
Section 00080	NOTICE OF AWARD
Section 00090	NOTICE TO PROCEED
Section 00095	STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
Section 00096	TRENCH SAFETY ACT CERTIFICATE OF COMPLIANCE
Section 00097	PUBLIC ENTITY CRIMES STATEMENT
Section 00099	CERTIFICATE OF INSURANCE
Section 00100	GENERAL CONDITIONS
Section 00800	SUPPLEMENTAL CONDITIONS
Section 00801	SUBMISSION OF WORK SCHEDULE



PANAMA CITY BEACH – FRONT BEACH ROAD - SEGMENT 3  
PROJECT NO. 2018-01

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- Section 00802 CONTRACTOR QUALITY CONTROL GENERAL REQUIREMENTS
- Section 00803 CONTRACT CLAIMS AND CHANGES
- Section 00805 PROJECT REPRESENTATIVE
- Section 00808 SALES TAX EXEMPTION ADDENDUM

DRAWINGS prepared by Dewberry Engineers Inc.

SPECIFICATIONS prepared or issued by Dewberry Engineers Inc.  
dated February 2021.

ADDENDA

- No. 1, dated March 3, 2021
- No. 2, dated March 8, 2021
- No. 3, dated March 10, 2021
- No. 4, dated March 15, 2021

The Contract Documents also includes any written amendments to any of the above signed by the party to be bound by such amendment. The Contract Documents are sometimes referred to herein as the "Agreement".

- 6. The OWNER will pay the Contract Price to the CONTRACTOR in the manner and at such times as set forth in Contract Documents.
- 7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 8. This Agreement shall be governed by the laws of the State of Florida.

9. All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

If to Owner:

\_\_\_\_\_  
City of Panama City Beach  
\_\_\_\_\_  
17007 Panama City Beach Parkway  
\_\_\_\_\_  
Panama City Beach, FL 32413  
ATTENTION: \_\_\_\_\_ Al Shortt, Interim City Manager  
Fax No.: \_\_\_\_\_ (850) 233-5108

If to Contractor:

\_\_\_\_\_  
GAC Contractors, Inc.  
\_\_\_\_\_  
4116 Highway 231 N.  
\_\_\_\_\_  
Panama City, Florida 32404  
ATTENTION: \_\_\_\_\_ Derwin White, President and CEO  
Fax No.: \_\_\_\_\_ 850-769-3456

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

10. CONTRACTOR recognizes that OWNER is exempt from sales tax and may wish to generate sales tax savings for the Project. Accordingly, to the extent directed by and without additional charge to OWNER, CONTRACTOR shall comply with and fully implement the sales tax savings program as more fully described in the Sales Tax Exemption Addendum. If required by OWNER,

the Sales Tax Exemption Addendum shall be made a part of the Contract Documents, the form of which is set forth in Section 00808.

11. The failure of OWNER to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
12. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.
13. Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.
14. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and

agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

15. For this Project, OWNER has designated a Project Representative to assist OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by OWNER for this Project, shall be Dewberry Engineers Inc., Morgan Hurst, P.E., Senior Project Manager.
  
16. CONTRACTOR acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the OWNER, PROJECT REPRESENTATIVE, or ENGINEER may be responsible, in whole or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONTRACTOR expressly acknowledges and agrees that it shall receive no damages for delay. CONTRACTOR's sole remedy, if any, against OWNER will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This section shall expressly apply to claims for early completion, as well as to claims based on late completion. Notwithstanding the foregoing, if the Work is delayed due to the fault or neglect of OWNER or anyone for whom OWNER is liable, and such delays have a cumulative total of more than 90 calendar days, CONTRACTOR may make a claim for its actual and direct delay damages accruing after said 90 calendar days as provided in Section 00805 Supplemental Conditions, Contract Claims and Changes. Except as expressly set forth in this section, in no event shall OWNER be liable to CONTRACTOR whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

17. INSURANCE - BASIC COVERAGES REQUIRED

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

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

The CONTRACTOR and the CONTRACTOR'S subcontractors and sub-subcontractors shall be solely responsible for all of their property, including but not limited to any materials, temporary facilities, equipment and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property. The CONTRACTOR and the CONTRACTOR'S sub-contractors and sub-subcontractors expressly waive any claim against OWNER arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the OWNER or anyone for whom the OWNER is responsible. The CONTRACTOR is obligated to include, or cause to be included, provisions similar to this paragraph in all of the CONTRACTOR'S subcontracts and its subcontractors' contracts with their sub-subcontractors.

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

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

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE  
COVERAGE

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

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

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

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

COMMERCIAL GENERAL LIABILITY COVERAGE

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

Bodily Injury, Property Damage & Personal Injury Liability	\$1,000,000 Combined Single Limit Each Occurrence, and
	\$2,000,000 Aggregate Limit

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

The CONTRACTOR shall add OWNER as an additional insured through the use of Insurance Service Office Endorsements No. CG 20.10.10.01 and No. CG

20.37.10.01 wording or equivalent, or broader, an executed copy of which shall be attached to or incorporated by reference on the Certificate of Insurance to be provided by CONTRACTOR pursuant to the requirements of the Contract Documents.

BUSINESS AUTOMOBILE LIABILITY COVERAGE

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

Bodily Injury & Property Damage	\$1,000,000 Combined Single Limit Each Accident
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EXCESS OR UMBRELLA LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverages as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverages with no gaps in continuity of coverages or limits with OWNER added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than \$10,000,000, each occurrence and aggregate as required by OWNER.



PANAMA CITY BEACH – FRONT BEACH ROAD - SEGMENT 3  
PROJECT NO. 2018-01

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

(SEAL)

OWNER:

CITY OF PANAMA CITY BEACH,  
FLORIDA

ATTEST:

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

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

NAME: Al Shortt  
(Please type)

TITLE: Interim City Manager

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

CONTRACTOR:

ATTEST:

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

\_\_\_\_\_

NAME: Derwin White  
(Please Type)

NAME \_\_\_\_\_  
(Please Type)

TITLE: President and CEO

ADDRESS: 4116 Highway 231 N

[END OF SECTION 00050]



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

850 522 0644  
850 522 1011 fax  
www.dewberry.com

18 March 2021

City of Panama City Beach  
Attn: Mr. David Campbell, P.E.  
CRA Manager  
116 S. Arnold Road  
Panama City Beach, Florida 32413

RE: **50104120**/Front Beach Road - Segment 3

Dear Mr. Campbell

Dewberry Engineers Inc. has reviewed the bid documents opened on March 17, 2021 for Front Beach Road - Segment 3 project. GAC Contractors, Inc. was the lowest bidder at \$28,003,403.41. A review of the bid tabulation sheets determined that GAC Contractors, Inc. bid included all required bid documentation. Dewberry recommends that the Front Beach Road - Segment 3 project be awarded to GAC Contractors, Inc.

If you have any questions, please do not hesitate to contact me at 850.571.1182.

Sincerely,

Morgan Hurst, PE  
Senior Project Manager

Enclosures:



**BID TABULATION  
CITY OF PANAMA CITY BEACH  
FRONT BEACH ROAD SEGMENT 3  
17 MARCH 2021, 2:00PM CST**



BIDDER	LUMP SUM BID AMOUNT	ALTERNATE #1 TRAM LANE MMA PAINT	ALTERNATE #2 CITY LIGHTS	Bid Proposal Form 00030 (“Y”, “N”)	Bid Bond 00040 (“Y”, “N”)	Drug Free Workplace Programs 00095 (“Y”, “N”)	Trench Safety Act Compliance 00096 (“Y”, “N”)	Public Entity Crimes Statement 00097 (“Y”, “N”)	Sales Tax Exemption Addendum 00808 (“Y”, “N”)	Addendum #1-4 (“Y”, “N”)	Form 525-010-46 (“Y”, “N”)	FDOT Pre-Qualification (“Y”, “N”)
GAC Contractors	\$ 28,003,403.41	\$ 468,812.00	\$ -	Y	Y	Y	Y	Y	Y	Y	Y	Y
Phoenix Construction	\$ 29,736,233.00	\$ 325,000.00	\$ (581,880.00)	Y	Y	Y	Y	Y	Y	Y	Y	Y

WE THE UNDERSIGN, DEWBERRY ENGINEERS INC. HEREBY CERTIFIED THAT THIS IS A TRUE AND CORRECT TABULATION OF THE BIDS FOR PROJECT PANAMA CITY BEACH FRONT BEACH ROAD SEGMENT 3 RECEIVED BY THE CITY OF PANAMA CITY AT 2:00 P.M. ON THE 17TH DAY OF MARCH 2021



THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY J. MORGAN HURST, PE ON 03/18/2021 USING A SHA AUTHENTICATION CODE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

J. MORGAN HURST, PE #60813  
DEWBERRY ENGINEERS INC.

**PANAMA CITY BEACH – FRONT BEACH ROAD – SEGMENT 3  
PROJECT NO. 2018-01**

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**SECTION 00030**

**BID PROPOSAL FORM**

This proposal of GAC Contractors, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida, doing business as a corporation (a corporation, a partnership or an individual), whose Florida contractor's license number is CGC1522062 is hereby submitted to the CITY OF PANAMA CITY BEACH (hereinafter called "OWNER").

In compliance with the requirements of the Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the **FRONT BEACH ROAD - SEGMENT 3** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

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

BIDDER hereby agrees to commence WORK under the CONTRACT DOCUMENTS within ten (10) calendar days after the NOTICE TO PROCEED to be issued by Owner in writing and achieve Substantial Completion of the WORK within 560 consecutive calendar days thereafter. Final Completion of the WORK shall be achieved by BIDDER within the calendar days specified in the General Conditions after the date of Substantial Completion.

BIDDER further agrees to pay as liquidated damages, the sum of \$5,500.00 for each consecutive calendar day that expires after the Contract Time until Substantial Completion of the WORK is achieved as provided in Section 15 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

- Addendum No. 1 March 3, 2021
- Addendum No. 2 March 8, 2021
- Addendum No. 3 March 10, 2021
- 4 March 15, 2021

PANAMA CITY BEACH – FRONT BEACH ROAD – SEGMENT 3  
PROJECT NO. 2018-01

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**BASE BID**

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following lump sum: \$28,003,403.41.

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

**SUMMARY**

SUBTOTALS		
A	ROADWAY	\$ 13,635,449.73
B	SIGNALIZATION	\$ 1,965,070.72
C	SIGNING & MARKING	\$ 306,640.49
D	LIGHTING	\$ 3,399,386.74
E	LANDSCAPING	\$ 2,073,762.81
F	UTILITIES – POTABLE WATER	\$ 1,614,173.17
G	UTILITIES – RECLAIMED WATER	\$ 427,790.78
H	UTILITIES – SANITARY SEWER	\$ 773,582.67
I	GULF POWER RELOCATION	\$ 2,200,169.27
J	AT&T RELOCATION	\$ 566,611.61
K	COMCAST RELOCATION	\$ 514,165.81
L	KNOLOGY RELOCATION	\$ 526,599.61
<b>BASE BID TOTAL:</b>		<b>\$ 28,003,403.41</b>

DEDUCT ALTERNATES TOTALS		
1	DEDUCT ALTERNATE 1 -TRAM/BIKE LANE MMA	\$ 468,812.00
2	DEDUCT ALTERNATE 2 – CITY LIGHTS	\$0.00

**A. ROADWAY – BID SCHEDULE**

	ITEM DESCRIPTION	UNIT	PLAN QUANTIT Y	ITEM COST	TOTAL
<b>ROADWAY (INCLUDING BUT NOT LIMITED TO:)</b>					
1	0101-1 MOBILIZATION (10%)	LS	1	\$ 2,594,130.00	\$ 2,594,130.00
2	0102-1 MAINTENANCE OF TRAFFIC (15%)	LS	1	\$ 2,201,624.51	\$ 2,201,624.51
3	0104-5 SWPPP	LS	1	\$ 12,309.44	\$ 12,309.44
4	0104-11,12 TURBIDITY BARRIER (FLOATING & STAKED)	LS	1	\$ 9,392.50	\$ 9,392.50
5	0104-10-3 STAKED SILT FENCE, TYPE III	LS	1	\$ 41,700.00	\$ 41,700.00
6	0104-18 INLET PROTECTION	LS	1	\$ 47,248.25	\$ 47,248.25
7	0104-15 SOIL TRACKING PREVENTION DEVICE	LS	1	\$ 22,380.84	\$ 22,380.84
8	0110-1-1 CLEARING & GRUBBING	LS	1	\$ 758,916.31	\$ 758,916.31
9	0110-4-10 REMOVAL OF EXISTING CONCRETE	LS	1	\$ 74,144.94	\$ 74,144.94
10	0120-1 REGULAR EXCAVATION	LS	1	\$ 342,097.25	\$ 342,097.25
11	0120-6 EMBANKMENT	LS	1	\$ 187,395.00	\$ 187,395.00
12	0160-4 TYPE "B" STABILIZATION	LS	1	\$ 146,975.00	\$ 146,975.00
13	0285-701 BASE OPTIONAL (BASE GROUP 1)	LS	1	\$ 3,638.58	\$ 3,638.58
14	0285-706 BASE OPTIONAL (BASE GROUP 6)	LS	1	\$ 823,485.33	\$ 823,485.33
15	0327-70-12 MILLING EXISTING ASPHALT (1.25" AVG. DEPTH)	LS	1	\$ 51,047.64	\$ 51,047.64
16	0334-1-52 SUPERPAVE ASPHALTIC CONC, TRAFFIC B, PG 76-22	LS	1	\$ 667,405.00	\$ 667,405.00
17	0337-7-80 ASPH. CONC. FRICTION COURSE, TRAFFIC B, FC-9.5, PG 76-22	LS	1	\$ 417,077.00	\$ 417,077.00
18	0337-7-80 ASPH. CONC. FRICTION COURSE, TRAFFIC B, FC-9.5, PG 76-22 (RED PVMNT)	LS	1	\$ 87,000.00	\$ 87,000.00
19	0400-2-1 CONCRETE CLASS V, CULVERTS	LS	1	\$ 213,364.32	\$ 213,364.32
20	0415-1-1 REINFORCING STEEL - ROADWAY	LS	1	\$ 55,276.34	\$ 55,276.34
21	0425-1-351 INLETS, CURB TYPE P-5, <10'	EA	24	\$ 5,900.33	\$ 141,607.92
22	0425-1-361 INLETS, CURB TYPE P-6, <10'	EA	4	\$ 7,384.91	\$ 29,539.64
23	0425-1-451 INLETS, CURB TYPE J-5, <10'	EA	19	\$ 8,460.83	\$ 160,755.77
24	0425-1-451 INLETS, CURB TYPE J-5, >10'	EA	9	\$ 6,624.67	\$ 59,622.03

25	0425-1-461	INLETS, CURB TYPE J-6, <10'	EA	4	\$ 7,052.56	\$ 28,210.24
26	0425-1-521	INLETS, DITCH BOTTOM TYPE C	EA	15	\$ 4,262.87	\$ 63,943.05
27	0425-1-541	INLETS, DITCH BOTTOM TYPE D	EA	2	\$ 4,631.07	\$ 9,262.14
28	0425-1-541	INLETS, DITCH BOTTOM TYPE D, MODIFIED OUTFALL	EA	2	\$ 6,883.82	\$ 13,767.64
29	0425-1-561	INLETS, DITCH BOTTOM TYPE E	EA	1	\$ 6,618.61	\$ 6,618.61
30	0425-1-581	INLETS, DITCH BOTTOM TYPE H	EA	2	\$ 6,098.23	\$ 12,196.46
31	0425-1-711	INLETS, GUTTER TYPE V	EA	1	\$ 7,031.91	\$ 7,031.91
32	0425-1-881	INLETS, BARRIER WALL	EA	1	\$ 5,310.78	\$ 5,310.78
33	0425-2-91	MANHOLES, J-8, <10'	EA	10	\$ 6,299.22	\$ 62,992.20
34	0425-2-92	MANHOLES, J-8, >10'	EA	3	\$ 6,368.59	\$ 19,105.77
35	0430-175-112	PIPE CULVERT, RCP, ROUND 12" S/CD	LS	1	\$ 1,495.36	\$ 1,495.36
36	0430-175-118	PIPE CULVERT, RCP, ROUND 18" S/CD	LS	1	\$ 259,918.40	\$ 259,918.40
37	0430-175-124	PIPE CULVERT, RCP, ROUND 24" S/CD	LS	1	\$ 235,905.21	\$ 235,905.21
38	0430-175-130	PIPE CULVERT, RCP, ROUND 30" S/CD	LS	1	\$ 169,788.30	\$ 169,788.30
39	0430-175-136	PIPE CULVERT, RCP, ROUND 36" S/CD	LS	1	\$ 769,277.20	\$ 769,277.20
40	0430-175-142	PIPE CULVERT, RCP, ROUND 42" S/CD	LS	1	\$ 8,952.48	\$ 8,952.48
41	0430-175-160	PIPE CULVERT, RCP, ROUND 60" S/CD	LS	1	\$ 30,944.40	\$ 30,944.40
42	0430-175-218	PIPE CULVERT, RCP, ELIPTICAL 14"X23" S/CD	LS	1	\$ 44,917.44	\$ 44,917.44
43	--	CONCRETE BOX CULVERT, 8' WIDE, 10' TALL	LS	1	\$ 224,057.11	\$ 224,057.11
44	0430-524-100	STRAIGHT CONCRETE ENDWALL, 24" SINGLE BARREL, ROUND	EA	1	\$ 4,142.08	\$ 4,142.08
45	0430-982-129	MITERED END SECTION, RCP, 24" CD	EA	1	\$ 2,031.81	\$ 2,031.81
46	0430-982-138	MITERED END SECTION, RCP, 36" CD	EA	2	\$ 3,330.40	\$ 6,660.80
47	0430-982-143	MITERED END SECTION, RCP, 60" CD, MODIFIED	EA	1	\$ 9,252.07	\$ 9,252.07
48	0430-982-143	MITERED END SECTION, RCP, 60" CD, MODIFIED	EA	1	\$ 9,252.07	\$ 9,252.07
49	0425-070	SKIMMER FOR OUTLET CONTROL STRUCTURES	EA	2	\$ 3,682.89	\$ 7,365.78
50	--	HDPE C51 PIPE COLLAR	LS	1	\$ 11,190.42	\$ 11,190.42
51	--	WIER STRUCTURE WITH ANGLED WINGWALLS	LS	1	\$ 13,055.49	\$ 13,055.49
52	--	SLUICE GATE	EA	1	\$ 76,256.50	\$ 76,256.50
53	--	WINGED ENDWALL ALUMINIUM DECKING	LS	1	\$ 18,650.70	\$ 18,650.70
54	--	4' CHAINLINK FENCE	LS	1	\$ 3,967.62	\$ 3,967.62
55	--	4' CHAINLINK SWING GATE	LS	1	\$ 2,113.74	\$ 2,113.74
56	0515-2-111	PED/BICYCLE RAILING (ALUMINIUM) 42" PICKET RAIL	LS	1	\$ 3,580.80	\$ 3,580.80
57	0520-1-7	CONCRETE CURB & GUTTER (TYPE E)	LS	1	\$ 88,273.62	\$ 88,273.62
58	0520-1-10	CONCRETE CURB & GUTTER (TYPE F)	LS	1	\$ 141,229.66	\$ 141,229.66
59	0520-2-2	CONCRETE CURB & GUTTER (TYPE B)	LS	1	\$ 105,162.78	\$ 105,162.78
60	0520-2-4	CONCRETE CURB & GUTTER (TYPE D)	LS	1	\$ 87,616.10	\$ 87,616.10

61	0520-2-9	CURB AND GUTTER, SPECIAL 18"	LS	1	\$ 219,447.09	\$ 219,447.09
62	0520-3	CONCRETE VALLEY GUTTER	LS	1	\$ 3,992.17	\$ 3,992.17
63	0520-5-11	TRAFFIC SEPARATOR CONCRETE - TYPE-1, 4" WIDE	LS	1	\$ 136,942.64	\$ 136,942.64
64	0521-72-43	SHOULDER CONCRETE BARRIER, CURB & GUTTER BARRIER	LS	1	\$ 6,670.00	\$ 6,670.00
65	0522-1	CONCRETE SIDEWALK AND DRIVEWAY, 4" THICK	LS	1	\$ 619,922.16	\$ 619,922.16
66	0522-2	CONCRETE SIDEWALK AND DRIVEWAY, 6" THICK	LS	1	\$ 334,749.48	\$ 334,749.48
67	0527-2	DETECTABLE WARNING	LS	1	\$ 31,732.68	\$ 31,732.68
68	0530-3-4	RIPRAP, RUBBLE, F&I, DITCH LINING	LS	1	\$ 17,407.32	\$ 17,407.32
69	0570-1-1	PERFORMANCE TURF	LS	1	\$ 8,856.10	\$ 8,856.10
70	0570-1-2	PERFORMANCE TURF, SOD	LS	1	\$ 275,184.64	\$ 275,184.64
71	0536-73	GUARDRAIL REMOVAL	LS	1	\$ 800.00	\$ 800.00
72	0110-5	BUILDING DEMOLITION (17140 FRONT BEACH RD)	EA	2	\$ 42,312.23	\$ 84,624.46
73	0110-5	BUILDING DEMOLITION (16726 FRONT BEACH RD)	EA	1	\$ 22,380.84	\$ 22,380.84
74		ALL OTHER ROADWAY WORK NOT LISTED	LS	1	\$ 161,109.80	\$ 161,109.80
<b>ROADWAY SUB-TOTAL:</b>						<b>\$ 13,635,449.73</b>

**B. SIGNALIZATION – BID SCHEDULE**

<b>SIGNALIZATION</b>	LS	1	\$	1,965,070.72
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**C. SIGNING & MARKING – BID SCHEDULE**

ITEM DESCRIPTION			UNIT	PLAN QUANTIT Y	ITEM COST	TOTAL
<b>SIGNING &amp; MARKING (INCLUDING BUT NOT LIMITED TO:)</b>						
1	0700-1-11	SINGLE POST SIGN, F&I, LESS THAN 12 SF	LS	1	\$ 28,722.08	\$ 28,722.08
2	0700-1-12	SINGLE POST SIGN, F&I, LESS THAN 12-20 SF	LS	1	\$ 15,669.59	\$ 15,669.59
3	0700-1-13	SINGLE POST SIGN, F&I, LESS THAN 21-30 SF	LS	1	\$ 1,492.06	\$ 1,492.06
4	0700-1-50	SINGLE POST SIGN, RELOCATE	LS	1	\$ 621.69	\$ 621.69
5	0700-1-60	SINGLE POST SIGN, REMOVE	LS	1	\$ 1,429.89	\$ 1,429.89
6	0700-2-12	MULTI-POST SIGN, F&I, GROUND MOUNT, 12-20 SF	LS	1	\$ 69,753.62	\$ 69,753.62
7	0700-3-501	SIGN PANEL, RELOCATE, UP TO 12 SF	LS	1	\$ 1,367.72	\$ 1,367.72
8	0705-11-1	DELINEATOR, FLEXIBLE TUBULAR	LS	1	\$ 1,641.26	\$ 1,641.26
9	0706-3	RETRO-REFLECTIVE PAVT. MARKERS	LS	1	\$ 4,769.60	\$ 4,769.60
10	0710-11-101	PAINTED PAVT. MARKINGS STD. SOLID WHITE 6"	LS	1	\$ 3,978.82	\$ 3,978.82
11	0710-11-102	PAINTED PAVT. MARKINGS STD. SOLID WHITE 8"	LS	1	\$ 2,984.11	\$ 2,984.11
12	0710-11-103	PAINTED PAVT. MARKINGS STD. SOLID WHITE 12", INTERCHANGE MARKINGS	LS	1	\$ 1,989.41	\$ 1,989.41
13	0710-11-123	PAINTED PAVT. MARKINGS STD. SOLID WHITE 12", CROSSWALK OR ROUNDBOUT	LS	1	\$ 3,981.24	\$ 3,981.24



14	0710-11-124	PAINTED PAVT. MARKINGS STD. SOLID WHITE 18"	LS	1	\$ 35.00	\$ 35.00
15	0710-11-125	PAINTED PAVT. MARKINGS STD. SOLID WHITE 24"	LS	1	\$ 1,446.37	\$ 1,446.37
16	0710-11-131	PAINTED PAVT. MARKINGS STD. WHITE, SKIP, 6", 10 - 30, 3 - 9	LS	1	\$ 1,446.37	\$ 1,446.37
17	0710-11-133	PAINTED PAVT. MARKINGS STD. WHITE, SKIP, 12", 3 - 9	LS	1	\$ 1,865.07	\$ 1,865.07
18	0710-11-141	PAINTED PAVT. MARKINGS STD. WHITE, DOTTED, 6", 2 - 4, 6 - 10	LS	1	\$ 5,595.21	\$ 5,595.21
19	0710-11-143	PAINTED PAVT. MARKINGS STD. WHITE, DOTTED, 12", 2 - 4	LS	1	\$ 1,865.07	\$ 1,865.07
20	0710-11-160	PAINTED PAVT. MARKINGS STD. WHITE, MESSAGE	LS	1	\$ 274.16	\$ 274.16
21	0710-11-170	PAINTED PAVT. MARKINGS STD. WHITE, ARROWS	LS	1	\$ 2,325.12	\$ 2,325.12
22	0710-11-201	PAINTED PAVT. MARKINGS STD. YELLOW, SOLID, 6"	LS	1	\$ 2,611.10	\$ 2,611.10
23	0710-11-224	PAINTED PAVT. MARKINGS STD. YELLOW, SOLID, 18"	LS	1	\$ 3,481.46	\$ 3,481.46
24	0710-11-231	PAINTED PAVT. MARKINGS STD. YELLOW, SKIP, 6"	LS	1	\$ 615.47	\$ 615.47
25	0710-11-241	PAINTED PAVT. MARKINGS STD. YELLOW, DOT GUIDE, 6"	LS	1	\$ 635.36	\$ 635.36
26	0710-11-290	PAINTED PAVT. MARKINGS, STANDARD, YELLOW, ISLAND NOSE	LS	1	\$ 1,460.97	\$ 1,460.97
27	0710-90	PAINTED PAVT. MARKINGS, FINAL SURFACE	LS	1	\$ 36,928.39	\$ 36,928.39
28	0711-11-103	THERMO, STD. SOLID WHITE, 12" FOR INTERCHANGE MARKINGS	LS	1	\$ 5,454.70	\$ 5,454.70
29	0711-11-123	THERMO, STD. SOLID WHITE, 12" FOR CROSSWALK OR ROUNDABOUT	LS	1	\$ 11,737.51	\$ 11,737.51
30	0711-11-124	THERMO, STD. SOLID WHITE, 18"	LS	1	\$ 211.37	\$ 211.37
31	0711-11-125	THERMO, STD. SOLID WHITE, 24"	LS	1	\$ 3,955.82	\$ 3,955.82
32	0711-11-141	THERMO, STD. WHITE, DOTTED/GUIDELINE/2 - 4, 6"	LS	1	\$ 2,563.84	\$ 2,563.84
33	0711-11-143	THERMO, STD. WHITE, DOTTED/GUIDELINE/2 - 4, 12" FOR ROUNDABOUT	LS	1	\$ 431.46	\$ 431.46
34	0711-11-160	THERMO, STD. WHITE, MESSAGE	LS	1	\$ 746.03	\$ 746.03
35	0711-11-170	THERMO, STD. WHITE, ARROWS	LS	1	\$ 4,849.18	\$ 4,849.18
36	0711-11-180	THERMO, STD. WHITE, YIELD LINE	LS	1	\$ 1,063.09	\$ 1,063.09
37	0711-11-224	THERMO, STD. YELLOW, SOLID, 18"	LS	1	\$ 626.60	\$ 626.60
38	0711-11-241	THERMO, STD. YELLOW, DOTTED/GUIDELINE/6-10, 6"	LS	1	\$ 635.36	\$ 635.36
39	0711-14-125	THERMO, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LS	1	\$ 12,175.18	\$ 12,175.18
40	0711-14-160	THERMO, STD. WHITE, MESSAGE	LS	1	\$ 12,495.97	\$ 12,495.97
41	0711-14-170	THERMO, STD. WHITE, ARROWS	LS	1	\$ 5,750.63	\$ 5,750.63
42	0711-16-101	THERMO, STD. WHITE, SOLID, 6"	LS	1	\$ 18,402.02	\$ 18,402.02
43	0711-16-102	THERMO, STD. WHITE, SOLID, 8"	LS	1	\$ 568.23	\$ 568.23
44	0711-16-131	THERMO, STD. WHITE, SKIP, 6", 10-30	LS	1	\$ 3,099.74	\$ 3,099.74
45	0711-16-133	THERMO, STD. WHITE, SKIP, 12", 3-9	LS	1	\$ 3,597.10	\$ 3,597.10
46	0711-16-201	THERMO, STD. YELLOW, SOLID, 6"	LS	1	\$ 16,251.48	\$ 16,251.48
47	0711-16-231	THERMO, STD. YELLOW, SKIP, 6", 10-30	LS	1	\$ 471.15	\$ 471.15

48	0711-17-1	THERMO, REMOVE EXIST. THERMO. PAVT. MARKINGS.	LS	1	\$ 1,817.82	\$ 1,817.82
49		ALL OTHER SIGNING & MARKING WORK NOT LISTED	LS	1	\$ 750.00	\$ 750.00
<b>SIGNING &amp; MARKING SUB-TOTAL:</b>						<b>\$ 306,640.49</b>

**D. LIGHTING – BID SCHEDULE**

ITEM DESCRIPTION		UNIT	PLAN QUANTIT Y	ITEM COST	TOTAL	
<b>LIGHTING (INCLUDING BUT NOT LIMITED TO:)</b>						
1	630-2-11	CONDUIT, F&I, OPEN TRENCH	LS	1	\$ 238,562.35	\$ 238,562.35
2	630-2-12	CONDUIT, F&I, DIRECTIONAL BORE	LS	1	\$ 41,945.42	\$ 41,945.42
3	633-1-121	FIBER OPTIC CABLE, F&I, UNDERGROUND, 2-12 FIBERS	LS	1	\$ 79,597.46	\$ 79,597.46
4	633-2-31	FIBER OPTIC CONNECTION, INSTALL, SPLICE	LS	1	\$ 27,540.87	\$ 27,540.87
5	633-3-15	FIBER OPTIC CONNECTION HARDWARE, F&I, PRETERMINATED PATCH PANEL	LS	1	\$ 15,633.02	\$ 15,633.02
6	635-2-11	PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE	LS	1	\$ 186,182.48	\$ 186,182.48
7	682-1-153	ITS CCTV CAMERA, F&I, STATIONARY, IP, HIGH DEFINITION	LS	1	\$ 21,503.01	\$ 21,503.01
8	684-1-1	MANAGED FIELD ETHERNET SWITCH, FURNISH & INSTALL	LS	1	\$ 113,584.01	\$ 113,584.01
9	684-6-11	WIRELESS COMMUNICATION DEVICE, FURNISH & INSTALL ETHERNET ACCESS POINT	LS	1	\$ 37,367.30	\$ 37,367.30
10	715-1-12	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 8 - 6	LS	1	\$ 117,595.15	\$ 117,595.15
11	715-1-13	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 4 - 2	LS	1	\$ 41,118.52	\$ 41,118.52
12	715-4-11	LIGHT POLE COMPLETE, F&I STANDARD POLE STANDARD FOUNDATION, SINGLE ARM, 30' MOUNTING HEIGHT	EA	152	\$ 14,500.00	\$ 2,204,000.00
13	715-4-11	LIGHT POLE COMPLETE, F&I STANDARD POLE STANDARD FOUNDATION, TRIPLE ARM, 30' MOUNTING HEIGHT	EA	4	\$ 30,223.15	\$ 120,892.60
14	715-7-11	LOAD CENTER, F&I, SECONDARY VOLTAGE	LS	1	\$ 61,398.11	\$ 61,398.11
15	715-500-1	POLE CABLE DISTRIBUTION SYSTEM, CONVENTIONAL	LS	1	\$ 58,657.69	\$ 58,657.69
16		ALL OTHER LIGHTING WORK NOT LISTED	LS	1	\$ 33,808.75	\$ 33,808.75
<b>LIGHTING SUB-TOTAL:</b>						<b>\$ 3,399,386.74</b>

**E. LANDSCAPING – BID SCHEDULE**

ITEM DESCRIPTION		UNIT	PLAN QUANTIT Y	ITEM COST	TOTAL
<b>LANDSCAPING (INCLUDING BUT NOT LIMITED TO:)</b>					
<b>I. Hardscape</b>					
1		CONCRETE SIDEWALKS, TRAM STOP PANEL	LS	1	\$ 10,444.80 \$ 10,444.80
2		CONCRETE SIDEWALKS, ICON PANEL	LS	1	\$ 72,378.46 \$ 72,378.46
3	0522-1	CONCRETE SIDEWALKS, 4" THICK	LS	1	\$ 731,878.51 \$ 731,878.51
4	0522-2	CONCRETE SIDEWALKS, 6" THICK (DRIVEWAYS)	LS	1	\$ 317,034.08 \$ 317,034.08
6	0527-2	DETECTABLE WARNING	LS	1	\$ 46,588.92 \$ 46,588.92
<b>II. Landscape</b>					
<b>TREES</b>					
7	LMW	LAGERSTROEMIA X 'MUSKOGEE' / LAVENDER CRAPE MYRTLE MULTI-TRUNK	LS	1	\$ 10,006.73 \$ 10,006.73
8	LN	LAGERSTROEMIA X 'NATCHEZ' / WHITE CRAPE MYRTLE MULTI-TRUNK	LS	1	\$ 9,772.96 \$ 9,772.96
9	LT	LAGERSTROEMIA X 'TUSCARORA' / CRAPE MYRTLE CORAL PINK	LS	1	\$ 20,845.27 \$ 20,845.27
10	LJ	LIGUSTRUM JAPONICUM / JAPANESE PRIVET	LS	1	\$ 61,214.09 \$ 61,214.09
11	MG	MAGNOLIA GRANDIFLORA 'D.D. BLANCHARD' TM / SOUTHERN MAGNOLIA	LS	1	\$ 17,233.24 \$ 17,233.24
12	SP12	SABAL PALMETTO / CABBAGE PALMETTO	LS	1	\$ 32,580.28 \$ 32,580.28
13	SP14	SABAL PALMETTO / CABBAGE PALMETTO	LS	1	\$ 29,864.74 \$ 29,864.74
14	SP16	SABAL PALMETTO / CABBAGE PALMETTO	LS	1	\$ 31,222.51 \$ 31,222.51
15	WR10	WASHINGTONIA ROBUSTA / MEXICAN FAN PALM	LS	1	\$ 4,040.99 \$ 4,040.99
16	WR12	WASHINGTONIA ROBUSTA / MEXICAN FAN PALM	LS	1	\$ 4,083.26 \$ 4,083.26
17	WR14	WASHINGTONIA ROBUSTA / MEXICAN FAN PALM	LS	1	\$ 12,839.14 \$ 12,839.14
18	WR16	WASHINGTONIA ROBUSTA / MEXICAN FAN PALM	LS	1	\$ 16,607.83 \$ 16,607.83
19	WR20	WASHINGTONIA ROBUSTA / MEXICAN FAN PALM	LS	1	\$ 12,704.23 \$ 12,704.23
<b>SHRUBS</b>					
20	CR	CYCAS REVOLUTA / JAPANESE SAGO PALM	LS	1	\$ 7,989.90 \$ 7,989.90
21	PT	PITTOSPORUM TOBIRA / MOCK ORANGE	LS	1	\$ 38,843.73 \$ 38,843.73
22	PM2	PODOCARPUS MACROPHYLLUS / YEW PINE	LS	1	\$ 932.54 \$ 932.54

SHRUB AREAS						
23	HH	HEMEROCALLIS X 'AZTEC GOLD' / DWARF EVERGREEN DAY LILY	LS	1	\$ 34,946.83	\$ 34,946.83
24	IV	ILEX VOMITORIA 'STOKES DWARF' / DWARF YAUPON	LS	1	\$ 47,502.36	\$ 47,502.36
25	JC	JUNIPERUS CONFERTA 'BLUE PACIFIC' / BLUE PACIFIC JUNIPER	LS	1	\$ 23,367.46	\$ 23,367.46
26	LM	LIRIOPE MUSCARI 'BIG BLUE' / BIG BLUE LILYTURF	LS	1	\$ 28,563.80	\$ 28,563.80
27	MC	MUHLENBERGIA CAPILLARIS / PINK MUHLY	LS	1	\$ 9,163.09	\$ 9,163.09
28	PM	PODOCARPUS MACROPHYLLUS MAKI / SHRUBBY YEW	LS	1	\$ 4,126.21	\$ 4,126.21
29	RI	RHAPHIOLEPIS INDICA 'ALBA' / WHITE INDIAN HAWTHORN	LS	1	\$ 49,371.57	\$ 49,371.57
30	TF	TRIPSACUM DACTYLOIDES NANA / DWARF FAKAHATCHEE GRASS	LS	1	\$ 1,242.41	\$ 1,242.41
31	ZP	ZAMIA PUMILA / COONTIE	LS	1	\$ 6,252.95	\$ 6,252.95
GROUNDCOVERS						
32	CD	CYNODON DACTYLON '419 HYBRID' / BERMUDA GRASS	LS	1	\$ 76,113.51	\$ 76,113.51
III. Irrigation						
33		IRRIGATION, EQUIPMENT, & PERMITTING (CONTRACTOR DESIGN BUILD)	LS	1	\$ 248,054.31	\$ 248,054.31
34		ALL OTHER HARDSCAPE AND LANDSCAPE WORK NOT LISTED	LS	1	\$ 55,952.10	\$ 55,952.10
					<b>LANDSCAPING SUB-TOTAL:</b>	<b>\$ 2,073,762.81</b>

**F. UTILITIES – POTABLE WATER – BID SCHEDULE**

ITEM DESCRIPTION	UNIT	PLAN QUANTIT Y	ITEM COST	TOTAL		
<b>POTABLE WATER (INCLUDING BUT NOT LIMITED TO:)</b>						
1		ALL 12-INCH DIAMETER PVC PIPING	LS	1	\$ 542,884.72	\$ 542,884.72
2		ALL 12-INCH DIAMETER FUSIBLE PVC PIPING	LS	1	\$ 94,386.48	\$ 94,386.48
3		ALL 12-INCH DIAMETER VALVES AND FITTINGS.	LS	1	\$ 161,076.68	\$ 161,076.68
4		ALL 10-INCH DIAMETER PVC PIPING	LS	1	\$ 4,520.38	\$ 4,520.38
5		ALL 10-INCH DIAMETER FUSIBLE PVC PIPING	LS	1	\$ 16,791.06	\$ 16,791.06
6		ALL 10-INCH DIAMETER VALVES AND FITTINGS.	LS	1	\$ 12,735.18	\$ 12,735.18
7		ALL 8-INCH DIAMETER PVC PIPING	LS	1	\$ 84,787.12	\$ 84,787.12
8		ALL 8-INCH DIAMETER FUSIBLE PVC PIPING	LS	1	\$ 13,926.12	\$ 13,926.12
9		ALL 8-INCH DIAMETER VALVES AND FITTINGS.	LS	1	\$ 77,076.58	\$ 77,076.58
10		ALL 6-INCH DIAMETER PVC PIPING	LS	1	\$ 2,393.60	\$ 2,393.60
11		ALL 6-INCH DIAMETER FUSIBLE PVC PIPING	LS	1	\$ 48,059.16	\$ 48,059.16
12		ALL 6-INCH DIAMETER VALVES AND FITTINGS.	LS	1	\$ 43,501.99	\$ 43,501.99
13		ALL 4-INCH DIAMETER VALVES AND FITTINGS.	LS	1	\$ 4,774.48	\$ 4,774.48

14		ALL 3-INCH DIAMETER PVC PIPING	LS	1	\$ 1,983.20	\$ 1,983.20
15		ALL 3-INCH DIAMETER VALVES AND FITTINGS.	LS	1	\$ 1,862.32	\$ 1,862.32
16		ALL 2-INCH DIAMETER PVC PIPING	LS	1	\$ 5,431.20	\$ 5,431.20
17		ALL 2-INCH DIAMETER VALVES AND FITTINGS.	LS	1	\$ 24,204.14	\$ 24,204.14
18		3/4-INCH WATER SERVICES	LS	1	\$ 31,096.93	\$ 31,096.93
19		1-INCH WATER SERVICES	LS	1	\$ 65,504.13	\$ 65,504.13
20		2-INCH WATER SERVICES	LS	1	\$ 28,112.82	\$ 28,112.82
21		3-INCH WATER SERVICES	LS	1	\$ 49,175.65	\$ 49,175.65
22		4-INCH WATER SERVICES	LS	1	\$ 50,419.06	\$ 50,419.06
23		REMOVE FIRE ASSEMBLY	LS	1	\$ 435.18	\$ 435.18
24		FIRE HYDRANT ASSEMBLY	LS	1	\$ 74,356.47	\$ 74,356.47
25		ALL 12-INCH ABANDON (FLOWABLE FILL)	LS	1	\$ 21,001.57	\$ 21,001.57
26		ALL 10-INCH ABANDON (FLOWABLE FILL)	LS	1	\$ 19,531.01	\$ 19,531.01
27		ALL 8-INCH ABANDON (FLOWABLE FILL)	LS	1	\$ 6,428.89	\$ 6,428.89
28		ALL 6-INCH ABANDON (FLOWABLE FILL)	LS	1	\$ 2,667.42	\$ 2,667.42
29		ALL 2-INCH ABANDON (FLOWABLE FILL)	LS	1	\$ 1,333.32	\$ 1,333.32
30		DEWATERING	LS	1	\$ 18,650.70	\$ 18,650.70
31		REMOVE EXISTING PAVEMENT AND PROVIDE TEMPORARY PATCHING FOR POTABLE WATER UTILITIES ONLY	LS	1	\$ 17,407.32	\$ 17,407.32
32		ALL OTHER POTABLE WATER WORK NOT LISTED	LS	1	\$ 87,658.29	\$ 87,658.29
<b>POTABLE WATER SUB-TOTAL:</b>						<b>\$ 1,614,173.17</b>

**G. UTILITIES – RECLAIMED WATER – BID SCHEDULE**

ITEM DESCRIPTION		UNIT	PLAN QUANTIT Y	ITEM COST	TOTAL
<b>RECLAIMED WATER (INCLUDING BUT NOT LIMITED TO:)</b>					
1	ALL 12-INCH DIAMETER PVC PIPING	LS	1	\$ 127,943.20	\$ 127,943.20
2	ALL 12-INCH DIAMETER VALVES AND FITTINGS.	LS	1	\$ 27,500.17	\$ 27,500.17
3	ALL 8-INCH DIAMETER PVC PIPING	LS	1	\$ 63,466.68	\$ 63,466.68
4	ALL 8-INCH DIAMETER VALVES AND FITTINGS.	LS	1	\$ 23,997.66	\$ 23,997.66
5	ALL 4-INCH DIAMETER PVC PIPING	LS	1	\$ 6,692.40	\$ 6,692.40
6	ALL 4-INCH DIAMETER VALVES AND FITTINGS.	LS	1	\$ 18,308.08	\$ 18,308.08
7	3" RECLAIMED IRRIGATION SERVICE WITH 2" METER	LS	1	\$ 8,507.20	\$ 8,507.20
8	1-INCH WATER SERVICES	LS	1	\$ 10,954.62	\$ 10,954.62
9	2-INCH WATER SERVICES	LS	1	\$ 12,845.00	\$ 12,845.00
10	ALL 12-INCH ABANDON (FLOWABLE FILL)	LS	1	\$ 5,586.19	\$ 5,586.19
11	ALL 8-INCH ABANDON (FLOWABLE FILL)	LS	1	\$ 3,778.64	\$ 3,778.64
12	ALL 4-INCH ABANDON (FLOWABLE FILL)	LS	1	\$ 1,333.22	\$ 1,333.22
13	DEWATERING	LS	1	\$ 12,433.80	\$ 12,433.80

14		REMOVE EXISTING PAVEMENT AND PROVIDE TEMPORARY PATCHING FOR RECLAIMED WATER UTILITIES ONLY	LS	1	\$ 10,568.73	\$ 10,568.73
15		ALL OTHER RECLAIMED WATER WORK NOT LISTED	LS	1	\$ 93,875.19	\$ 93,875.19
<b>RECLAIMED WATER SUB-TOTAL:</b>						<b>\$ 427,790.78</b>

**H. UTILITIES – SANITARY SEWER – BID SCHEDULE**

ITEM DESCRIPTION		UNIT	PLAN QUANTIT Y	ITEM COST	TOTAL
<b>SANITARY SEWER (INCLUDING BUT NOT LIMITED TO:)</b>					
1	TESTING AND VIDEO	LS	1	\$ 12,175.18	\$ 12,175.18
2	AS-BUILT SURVEYS	LS	1	\$ 18,650.70	\$ 18,650.70
3	4-INCH PVC SEWER MAIN	LS	1	\$ 227.34	\$ 227.34
4	8-INCH PVC SEWER MAIN	LS	1	\$ 45,675.40	\$ 45,675.40
5	12-INCH PVC SEWER MAIN	LS	1	\$ 54,016.25	\$ 54,016.25
6	15-INCH PVC SEWER MAIN	LS	1	\$ 8,409.96	\$ 8,409.96
7	18-INCH PVC SEWER MAIN	LS	1	\$ 7,378.18	\$ 7,378.18
8	21-INCH PVC SEWER MAIN	LS	1	\$ 125,722.80	\$ 125,722.80
9	8-INCH PVC FLOWABLE FILL	LS	1	\$ 4,252.98	\$ 4,252.98
10	12-INCH PVC FLOWABLE FILL	LS	1	\$ 4,890.84	\$ 4,890.84
11	21-INCH PVC FLOWABLE FILL	LS	1	\$ 20,449.88	\$ 20,449.88
12	48-INCH SS MANHOLE <6' DEEP	EA	1	\$ 9,017.53	\$ 9,017.53
13	48-INCH SS MANHOLE 6'<10' DEEP	EA	4	\$ 9,036.73	\$ 36,146.92
14	60-INCH SS MANHOLE <6' DEEP	EA	2	\$ 7,780.15	\$ 15,560.30
15	60-INCH SS MANHOLE 6'<10' DEEP	EA	3	\$ 8,589.20	\$ 25,767.60
16	60-INCH SS MANHOLE >10' DEEP	EA	1	\$ 9,036.73	\$ 9,036.73
17	4-INCH SS PVC LATERAL	LS	1	\$ 1,683.54	\$ 1,683.54
18	6-INCH SS PVC LATERAL (SHORT)	LS	1	\$ 10,946.67	\$ 10,946.67
19	6-INCH SS PVC LATERAL (LONG)	LS	1	\$ 3,996.72	\$ 3,996.72
20	8-INCH SS PVC LATERAL (SHORT)	LS	1	\$ 1,263.57	\$ 1,263.57
21	8-INCH SS PVC LATERAL (LONG)	LS	1	\$ 8,161.08	\$ 8,161.08
22	21-INCH SEWER PLUG	LS	1	\$ 762.76	\$ 762.76
23	CORE DRILL EX MANHOLE	LS	1	\$ 4,351.83	\$ 4,351.83
24	ADJUST MANHOLE TOPGRADE	LS	1	\$ 96,983.60	\$ 96,983.60
25	BYPASS PUMPING	LS	1	\$ 52,221.96	\$ 52,221.96
26	DEWATERING	LS	1	\$ 105,687.30	\$ 105,687.30
27	REMOVE EXISTING PAVEMENT AND PROVIDE TEMPORARY PATCHING FOR SANITARY SEWER UTILITIES ONLY	LS	1	\$ 27,354.36	\$ 27,354.36
28	ALL OTHER SANITARY SEWER WORK NOT LISTED	LS	1	\$ 62,790.69	\$ 62,790.69
<b>SANITARY SEWER SUB-TOTAL:</b>					<b>\$ 773,582.67</b>

**I. GULF POWER RELOCATION – BID SCHEDULE**

<b>GULF POWER RELOCATION</b>	<b>LS</b>	<b>1</b>	<b>\$ 2,200,169.27</b>
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**J. AT&T RELOCATION – BID SCHEDULE**

<b>AT&amp;T RELOCATION</b>	<b>LS</b>	<b>1</b>	<b>\$ 566,611.61</b>
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**K. COMCAST RELOCATION – BID SCHEDULE**

<b>COMCAST RELOCATION</b>	LS	1	\$ 514,165.81
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**L. WOW RELOCATION – BID SCHEDULE**

<b>WOW RELOCATION</b>	LS	1	\$ 528,599.61
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**DEDUCT ALTERNATE 1 – TRAM/BIKE LANE MMA**

ITEM DESCRIPTION		UNIT	PLAN QUANTIT Y	ITEM COST	TOTAL	
<b>ROADWAY (INCLUDING BUT NOT LIMITED TO:)</b>						
<b>DEDUCT ALTERNATE (RED PVMNT)</b>						
1	0337-7-80	ASPH. CONC. FRICTION COURSE, TRAFFIC B, FC-9.5, PG 76-22 (RED PVMNT)	LS	1	\$ 87,000.00	\$ 87,000.00
<b>ADD ALTERNATE (MMA)</b>						
2	0337-7-80	ASPH. CONC. FRICTION COURSE, TRAFFIC B, FC-9.5, PG 76-22	LS	1	\$ 43,428.00	\$ 43,428.00
3		METHYL METHACRYLATE (MMA) PAVEMENT MARKINGS (RED)	LS	1	\$ 511,384.00	\$ 511,384.00
4		ALL OTHER MMA WORK NOT LISTED	LS	1	\$ 1,000.00	\$ 1,000.00
<b>ADD ALTERNATE (MMA) TOTAL</b>					<b>\$ 555,812.00</b>	
<b>DEDUCT ALTERNATE (RED PVMNT) TOTAL</b>					<b>\$ (87,000.00)</b>	
<b>ADD ALTERNATE TOTAL</b>					<b>\$ 468,812.00</b>	

**DEDUCT ALTERNATE 2 – CITY LIGHTS**

ITEM DESCRIPTION		UNIT	PLAN QUANTIT Y	ITEM COST	TOTAL	
<b>LIGHTING (INCLUDING BUT NOT LIMITED TO:)</b>						
1	630-2-11	CONDUIT, F&I, OPEN TRENCH	LS	-1	\$ 212,630.63	\$ (212,630.63)
2	630-2-12	CONDUIT, F&I, DIRECTIONAL BORE	LS	-1	\$ 36,966.51	\$ (36,966.51)
3	635-2-11	PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE	LS	-1	\$ 164,082.62	\$ (164,082.62)
4	715-1-12	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 8 - 6	LS	-1	\$ 103,636.61	\$ (103,636.61)
5	715-1-13	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 4 - 2	LS	-1	\$ 36,246.56	\$ (36,246.56)
6	715-4-11	LIGHT POLE COMPLETE, F&I STANDARD POLE STANDARD FOUNDATION, SINGLE ARM, 30' MOUNTING HEIGHT	EA	-1	\$ 2,204,000.00	\$ (2,204,000.00)
7	715-4-11	LIGHT POLE COMPLETE, F&I STANDARD POLE STANDARD FOUNDATION, TRIPLE ARM, 30' MOUNTING HEIGHT	EA	-1	\$ 106,542.64	\$ (106,542.64)
8	715-7-11	LOAD CENTER, F&I, SECONDARY VOLTAGE	LS	-1	\$ 54,110.15	\$ (54,110.15)
9	715-500-1	POLE CABLE DISTRIBUTION SYSTEM, CONVENTIONAL	LS	-1	\$ 54,695.03	\$ (54,695.03)
10		ALL OTHER LIGHTING WORK NOT LISTED	LS	1		\$0.00
<b>CITY LIGHTS ALTERNATE TOTAL:</b>					<b>\$ 2,972,910.75</b>	
<b>DEDUCT D. LIGHTING SUB-TOTAL:</b>					<b>\$ (2,972,910.75)</b>	

**DEDUCT TOTAL: \$0.00**

**ADDITIONAL UNIT PRICE WORK**

**ADDITIONAL POTABLE WATER UNIT PRICE WORK**

ITEM DESCRIPTION		UNIT	PLAN QUANTIT Y	ITEM COST	TOTAL
1	3/4-INCH WATER SERVICE - SHORT TAP	EA	20	\$ 972.70	\$ 19,454.00
2	3/4-INCH WATER SERVICE - LONG TAP	EA	20	\$ 1,283.55	\$ 25,671.00
3	1-INCH WATER SERVICE - SHORT TAP	EA	20	\$ 972.70	\$ 19,454.00
4	1-INCH WATER SERVICE - LONG TAP	EA	20	\$ 1,283.55	\$ 25,671.00
5	2-INCH WATER SERVICE - SHORT TAP	EA	20	\$ 1,707.27	\$ 34,145.40
6	2-INCH WATER SERVICE - LONG TAP	EA	20	\$ 2,018.11	\$ 40,362.20
7	3-INCH WATER SERVICE - SHORT TAP	EA	20	\$ 2,673.27	\$ 53,465.40
8	3-INCH WATER SERVICE - LONG TAP	EA	20	\$ 3,046.28	\$ 60,925.60
9	4-INCH WATER SERVICE - SHORT TAP	EA	20	\$ 4,911.35	\$ 98,227.00
9	4-INCH WATER SERVICE- LONG TAP	EA	20	\$ 5,408.70	\$ 108,174.00

ADDITIONAL POTABLE WATER UNIT PRICE WORK IS FOR PRICING PURPOSES ONLY. DO NOT INCLUDE IN BASE BID.

**ADDITIONAL RECLAIMED WATER UNIT PRICE WORK**

ITEM DESCRIPTION		UNIT	PLAN QUANTIT Y	ITEM COST	TOTAL
1	3/4-INCH RECLAIMED WATER SERVICE - SHORT TAP	EA	20	\$ 972.70	\$ 19,454.00
2	3/4-INCH RECLAIMED WATER SERVICE - LONG TAP	EA	20	\$ 1,283.55	\$ 25,671.00
3	1-INCH RECLAIMED WATER SERVICE - SHORT TAP	EA	20	\$ 972.70	\$ 19,454.00
4	1-INCH RECLAIMED WATER SERVICE - LONG TAP	EA	20	\$ 1,283.55	\$ 25,671.00
5	2-INCH RECLAIMED WATER SERVICE - SHORT TAP	EA	20	\$ 1,707.27	\$ 34,145.40
6	2-INCH RECLAIMED WATER SERVICE - LONG TAP	EA	20	\$ 2,018.11	\$ 40,362.20
7	3-INCH RECLAIMED WATER SERVICE - SHORT TAP	EA	20	\$ 2,673.27	\$ 53,465.40
8	3-INCH RECLAIMED WATER SERVICE - LONG TAP	EA	20	\$ 3,046.28	\$ 60,925.60
9	4-INCH RECLAIMED WATER SERVICE - SHORT TAP	EA	20	\$ 4,911.35	\$ 98,227.00
9	4-INCH RECLAIMED WATER SERVICE- LONG TAP	EA	20	\$ 5,408.70	\$ 108,174.00

ADDITIONAL RECLAIMED WATER UNIT PRICE WORK IS FOR PRICING PURPOSES ONLY. DO NOT INCLUDE IN BASE BID.

**ADDITIONAL SANITARY SEWER UNIT PRICE WORK**

ITEM DESCRIPTION		UNIT	PLAN QUANTIT Y	ITEM COST	TOTAL
1	4-INCH SS PVC LATERAL (SHORT)	EA	20	\$ 1,061.83	\$ 21,236.60
2	4-INCH SS PVC LATERAL (LONG)	EA	20	\$ 1,683.52	\$ 33,670.40
3	6-INCH SS PVC LATERAL (SHORT)	EA	20	\$ 1,693.24	\$ 33,864.80



4		6-INCH SS PVC LATERAL (LONG)	EA	20	\$ 2,314.93	\$ 46,298.60
5		6-INCH SS PVC LATERAL (LONG)	EA	20	\$ 1,693.24	\$ 33,864.80
6		6-INCH SS PVC LATERAL (LONG)	EA	20	\$ 2,314.93	\$ 46,298.60
7		0-5 FEET DEEP CONFLICT BOX	EA	5	\$ 9,325.35	\$ 46,626.75
8		5-7 FEET DEEP CONFLICT BOX	EA	5	\$ 11,190.42	\$ 55,952.10
9		7-9 FEET DEEP CONFLICT BOX	EA	5	\$ 13,677.18	\$ 68,385.90
10		9-11 FEET DEEP CONFLICT BOX	EA	5	\$ 18,650.70	\$ 93,253.50

ADDITIONAL SANITARY SEWER UNIT PRICE WORK IS FOR PRICING PURPOSES ONLY. DO NOT INCLUDE IN BASE BID.

PANAMA CITY BEACH – FRONT BEACH ROAD – SEGMENT 3  
PROJECT NO. 2018-01

ADDITIONAL SANITARY SEWER UNIT PRICE WORK					
ITEM DESCRIPTION		UNIT	PLAN QUANTITY	ITEM COST	TOTAL
1	4-INCH SS PVC LATERAL (SHORT)	EA	20		
2	4-INCH SS PVC LATERAL (LONG)	EA	20		
3	6-INCH SS PVC LATERAL (SHORT)	EA	20		
4	6-INCH SS PVC LATERAL (LONG)	EA	20		
5	6-INCH SS PVC LATERAL (LONG)	EA	20		
6	6-INCH SS PVC LATERAL (LONG)	EA	20		
7	0-5 FEET DEEP CONFLICT BOX	EA	5		
8	5-7 FEET DEEP CONFLICT BOX	EA	5		
9	7-9 FEET DEEP CONFLICT BOX	EA	5		
10	9-11 FEET DEEP CONFLICT BOX	EA	5		
ADDITIONAL SANITARY SEWER UNIT PRICE WORK IS FOR PRICING PURPOSES ONLY. DO NOT INCLUDE IN BASE BID.					

**NOTE:**

1. BIDS shall include sales tax and all other applicable taxes and fees. The OWNER intends to utilize the Sales Tax Exemption Addendum (Section 00098) for material for this project.
2. BIDS shall be on the basis of a lump sum price, as noted above, and shall be the total compensation to be paid by OWNER for the complete WORK.
3. Bid unit prices and quantities, shall be applicable for any revisions to the WORK (either additions or omissions). In addition, these unit prices and quantities shall be reflected in the Schedule of Values as specified in the General Conditions. All unit prices are understood to include all associated charges for layout, insurance, taxes, field office and supervision, overhead and profit, bonds and miscellaneous items.
4. The OWNER reserves the right to reject any and all bids received.
5. Failure to insert a bid amount for any item in the Bid Schedule will be considered grounds for the OWNER to determine the BID is non-responsive.
6. By submitting this BID, the BIDDER and the BID BOND surety, are deemed to have stipulated and agreed that any and all claims, demands, actions or suits whatsoever, arising under this BID and/or BID BONDS, shall be subjected to the

**PANAMA CITY BEACH – FRONT BEACH ROAD – SEGMENT 3  
PROJECT NO. 2018-01**

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sole and exclusive jurisdiction and venue of the Circuit Court of Bay County, Florida. The BIDDER and BID BOND surety do agree, by submittal of this BID, that the sole and exclusive jurisdiction and venue in said forum is proper and appropriate since performance of the underlying contract to be awarded is to be accomplished within Bay County, Florida.

**Bidder's Certification**

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

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

1. An executed Bid Proposal Form – Section 00030
2. The required Bid Bond – Section 00040
3. Preference To Businesses With Drug-Free Workplace Programs – Section 0095
4. An executed copy of the Trench Safety Act Compliance Document – Section 00096
5. An executed copy of the Public Entity Crimes Statement – Section 00097
6. An executed copy of the Sales Tax Exemption Addendum – Section 000808
7. Copies of all Addenda signed by Bidder evidencing receipt.
8. Certification of Current Capacity (Form 375-020-22)
9. Status of Contracts on Hand (Form 375-020-21)
10. Proof of FDOT Pre-Qualification.

PANAMA CITY BEACH – FRONT BEACH ROAD – SEGMENT 3  
PROJECT NO. 2018-01

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CONTRACTOR: GAC Contractors, Inc.

 Steven Clements-VP Civil

4116 Highway 231 N  
Address

Panama City, FL 32404

850-785-4675  
Phone Number

March 17, 2021  
Date

[END OF SECTION 00030]



**BID TABULATION  
CITY OF PANAMA CITY BEACH  
FRONT BEACH ROAD SEGMENT 3  
17 MARCH 2021, 2:00PM CST**



BIDDER	LUMP SUM BID AMOUNT	ALTERNATE #1 TRAM LANE MMA PAINT	ALTERNATE #2 CITY LIGHTS	Bid Proposal Form 00030 ("Y","N")	Bid Bond 00040 ("Y","N")	Drug Free Workplace Programs 00095 ("Y","N")	Trench Safety Act Compliance 00096 ("Y","N")	Public Entity Crimes Statement 00097 ("Y","N")	Sales Tax Exemption Addendum 00808 ("Y","N")	Addendum #1-4 ("Y","N")	Form 525-010-46 ("Y","N")	FDOT Pre-Qualification ("Y","N")
GAC Contractors	\$ 28,003,403.41	\$ 468,812.00	\$ -	Y	Y	Y	Y	Y	Y	Y	Y	Y
Phoenix Construction	\$ 29,736,233.00	\$ 325,000.00	\$ (581,880.00)	Y	Y	Y	Y	Y	Y	Y	Y	Y

WE THE UNDERSIGN, DEWBERRY ENGINEERS INC. HEREBY CERTIFIED THAT THIS IS A TRUE AND CORRECT TABULATION OF THE BIDS FOR PROJECT PANAMA CITY BEACH FRONT BEACH ROAD SEGMENT 3 RECEIVED BY THE CITY OF PANAMA CITY AT 2:00 P.M. ON THE 17TH DAY OF MARCH 2021



THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY J. MORGAN HURST, PE ON 03/18/2021 USING A SHA AUTHENTICATION CODE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

J. MORGAN HURST, PE #60813  
DEWBERRY ENGINEERS INC.

# **REGULAR AGENDA**

## **ITEM #3**



## **CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY**

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

David Campbell, Community Redevelopment Agency

**2. MEETING DATE:**

March 25, 2021

**3. REQUESTED MOTION/ACTION:**

Approve Task Order 2021-3 for Dewberry Engineering, Inc. to provide professional CEI services for Front Beach Road Segment 3/SR79 in the amount of \$524,820

**4. AGENDA:**

REGULAR AGENDA

**5. IS THIS ITEM BUDGETED  
(IF APPLICABLE)?:** Yes

Detailed Budget Amendment Attached: No

**6. IDENTIFY STRATEGIC PRIORITY:**  
Transportation

**7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?**

Engineering plans were advertised for bid in February 2021 and bids were opened March 17. The selected contractor will be presented to City Council on April 8 for approval. Council directed staff to hire a professional engineering firm to provide construction engineering and inspection (CEI) in addition to in-house inspection. Dewberry will provide the necessary services, including overtime and weekend hours for a fee not to exceed \$524,820 for an 18 month construction period.

[Res 21-121.Dewberry FBR Segment 3 CEI.pdf](#)  
[COMBINED TASK ORDER and NTP CEI.pdf](#)  
[MSA Dewberry Engrs Re CRA Major Transp Engr Design Svcs.pdf](#)  
[TASK-ORDER-PCB\\_CRA\\_3\\_2021-03.pdf](#)

**RESOLUTION 21-121**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING A TASK ORDER WITH DEWBERRY ENGINEERS, INC. RATIFYING BIDDING AND BID REVIEW SERVICES AND FOR PROVISION OF CRA SEGMENT 3/SR 79 POST DESIGN AND ADMINISTRATIVE SERVICES IN THE AMOUNT OF \$524,820.**

**BE IT RESOLVED** that the appropriate officers of the City are authorized to accept and execute on behalf of the City that certain Task Order 2021-03 to the Master Services Agreement and for Professional Engineering Design, Survey, Permitting and Construction Administration Services for Front Beach Road Community Redevelopment Plan Project between the City and Dewberry Engineers, Inc., ratifying CRA Segment 3 Bidding and Bid Review Services and for CRA Design and Administrative Services for CRA Segment 3/SR 79 Post Design and Administrative Services, in the amount of Five Hundred Twenty Four Thousand, Eight Hundred Twenty Dollars (\$524,820.00) in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution shall be conclusive evidence of such approval.

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

**PASSED** in regular session this \_\_\_\_\_ day of March, 2021.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mark Sheldon, Mayor

**ATTEST:**

\_\_\_\_\_  
Lynne Fasone, City Clerk



COMBINED TASK ORDER AND  
NOTICE TO PROCEED

TASK ORDER NO. 2021-03

DATE  
3/25/21

Reference is made to that certain MASTER SERVICE AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND DEWBERRY ENGINEERS, INC. RELATING TO PROFESSIONAL ENGINEERING DESIGN, SURVEY, PERMITTING AND CONSTRUCTION ADMINISTRATION SERVICES FOR FRONT BEACH ROAD COMMUNITY REDEVELOPMENT PLAN PROJECT dated June 28, 2018, (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to CRA Segment 3/SR79 Post Design and Construction Administrative Services

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 \$ \$524,820;

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 April 1, 2021, and shall be completed within 560 calendar days. The date of completion of all work is therefore October 13, 2022. Liquidated delay damages, if any, are set at the rate of \$ 0.00 per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

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

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

Witness:  
  
\_\_\_\_\_

DEWBERRY ENGINEERS, INC.

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

CITY OF PANAMA CITY BEACH, FLA.

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

By: \_\_\_\_\_ Date:  
City Manager

**MASTER SERVICES AGREEMENT  
BETWEEN  
CITY OF PANAMA CITY BEACH AND DEWBERRY ENGINEERS, INC.  
RELATING TO  
PROFESSIONAL ENGINEERING DESIGN, SURVEY, PERMITTING AND  
CONSTRUCTION ADMINISTRATION SERVICES  
FOR FRONT BEACH ROAD COMMUNITY REDEVELOPMENT PLAN PROJECT**

THIS AGREEMENT is made and entered into this 28<sup>th</sup> day of June, 2018, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation ("City") and **DEWBERRY ENGINEERS, INC.** ("Engineer").

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

**1. SCOPE OF PROFESSIONAL SERVICES:**

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

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

C. Engineer acknowledges that the City may, in its sole and unfettered discretion enter agreements with one or more engineering firms to assist the City with professional services tasks determined by the City, such as general water/wastewater engineering projects, and that any of those tasks will be outside the scope of this Agreement. Engineer agrees to include within the task order scope the resources needed to coordinate with other City retained engineers, if any, and share surveys and base drawing files upon request.

**2. COMPENSATION AND PAYMENT:**

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

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

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

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

- 1) Obtain a written proposal from the firm designated to render the required services, and submit such proposal to the City for written approval.
- 2) If the services are such that registration is required to perform them, the Engineer shall select a firm that is registered in the State of Florida.
- 3) If the proposal is approved in writing by the City, the Engineer shall enter into a contract with the firm for the furnishing of such services in accordance with the proposal.
- 4) The Engineer shall submit a minimum of five (5) printed copies and one (1) digital copy of deliverables for all required services to the City, unless otherwise directed by the City.
- 5) Upon approval by the City of such reports, the City shall reimburse the Engineer for the cost of such services, which cost shall not exceed 1.10 times the amount of the proposal.
- 6) Services rendered by the Engineer in connection with the coordination of these additional services shall be considered within the scope of the basic contract, and no additional fee shall be due the Engineer except as part of the multiplier stated in immediately preceding subsection 2.D.5.

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

- 1) Where a stipulated sum is specified, the City shall pay Engineer in monthly installments based upon the percentage of satisfactory completion. In support of payment, Engineer shall monthly submit a request for payment describing the work done, percentage of completion and amount requested to be paid, all by reference to line items in the scope of services where available.
- 2) Where fees are computed on a time-involved basis, the City shall pay Engineer monthly in arrears upon receipt of an itemized statement in form and detail reasonably acceptable to City.

F. The acceptance by the Engineer, its successors, or assigns, of any Final Payment due upon the termination of this Agreement, shall constitute a full and complete release of the City from any and all claims or demands regarding further compensation for authorized

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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 or her designated representative to represent the City in all technical matters pertaining to and arising from the work and performance of this Agreement, whose responsibility shall include:

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

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

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

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

**7. TERMINATION:**

A. The City may terminate this Agreement for cause upon written notice to Engineer if Engineer fails to diligently, competently and timely perform any of the work, fails to cooperate with others associated with the work, or otherwise fails to perform or observe any material covenant, representation or warranty contained in this Agreement. Engineer may terminate this Agreement for cause upon written notice to City if City fails to perform or observe any material covenant, representation or warranty contained in this Agreement. In the event of such termination, the parties shall be entitled to the rights and remedies provided by law. If the City wrongfully terminates this Agreement, the City shall be responsible to Engineer solely for the reasonable value of the work performed by the Engineer prior to the City's wrongful action, including reasonable overhead and profit on the work performed, less prior payments made. Under no circumstances shall Engineer be entitled to overhead and profit on work not performed.

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

**8. TERM:** Unless terminated sooner pursuant to the provisions of the "TERMINATION" clauses contained in Paragraph 7 of this Agreement, and subject to the availability of appropriated funds, this Agreement shall take effect on the day and year first above written and shall extend until the Front Beach Road Community Redevelopment Plan projects contemplated herein have been completed.

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

**10. INSURANCE:**

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

1) **Worker's Compensation:** For all of his or her employees engaged in work on the project under this Agreement. In case any employee engaged in hazardous

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work on the project is not protected under the Worker's Compensation Statute, the Engineer shall provide Employer's Liability Insurance for the protection of such of his or her employees not otherwise protected under such provisions.

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

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

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

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

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

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

5) Excess Liability: Engineer shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverage as required for the underlying Professional, Commercial General, Business Automobile and Employers' Liability Coverage with no gaps in continuity of coverage or limits with City added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than \$5,000,000, each occurrence and aggregate as required by City.

B. Certificates of Insurance: The Engineer shall furnish to the City copies of all policies and endorsements and certificates of insurance allowing thirty (30) days

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

#### **11. NEGOTIATION DATA:**

A. The Engineer hereby certifies, covenants, and warrants that Hourly Rates and other factual unit costs supporting the compensation provided in Exhibit B are accurate, complete, and current as of the date of negotiation.

B. Truth-in-Negotiation Certificate: Execution of this Agreement by the Engineer shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the Agreement.

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 ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AND TO CONTACT THE CUSTODIAN OF**

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**PUBLIC RECORDS AT 850-233-5100, JSMITH@PCBGOV.COM,  
110 S. ARNOLD ROAD, PANAMA CITY BEACH, FL 32413.**

**SIGNATURES ON FOLLOWING PAGE**

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

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

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

ATTEST:

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

**DEWBERRY ENGINEERS, INC.**

By:  \_\_\_\_\_  
(Its) *VICE PRESIDENT*

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

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

**EXHIBIT A**  
Scope of Services.

Work will consist of professional engineering planning, design, permitting and construction administration services of the remaining Roadway and Streetscape Projects, Parking projects, Stormwater Improvements projects, and Beach Access and Beach Related Parking projects called for by the City's Front Beach Road Community Redevelopment Plan. These projects require professional services related to construction and improvement of certain vehicular roadways, stormwater ponds and drainage facilities, utility relocation, coordination with water and sewer utilities, landscaping and sidewalks.

The City's Front Beach Road Community Redevelopment Plan is available for review at the following link: <http://www.pcbgov.com/Home/ShowImage?id=366&t=635288372154770000> or by accessing the City's Community Redevelopment Agency website. The Roadway and Streetscape Projects, Parking projects, Stormwater Improvements projects, and Beach Access and Beach Related Parking projects are described primarily on pages 28 through page 36. They consist of a variety of projects and locations and, in most cases, include preliminary cost estimates. The City's Front Beach Road Community Redevelopment Plan, and the projects described therein, are hereby incorporated by reference as a part of this Agreement.

The work will include one or more task orders for Front Beach Road Segment 3 (consisting of SR 79 and Front Beach Road from SR 79 to Lullwater Drive) and Segment 4.1 (SR 79 to Hills Road). Any additional specific tasks will be assigned by the City by Task Order.

**EXHIBIT B**

Hourly Rate Schedule



# Standard Hourly Billing Rate Schedule

Dewberry	Hourly Rates
<b>Professional</b>	
Principal	\$280.00
Architect I, II, III	\$85.00, \$100.00, \$115.00
Architect IV, V, VI	\$130.00, \$145.00, \$165.00
Architect VII, VIII, IX	\$185.00, \$200.00, \$220.00
Interior Designer I, II, III, IV	\$75.00, \$85.00, \$105.00, \$150.00
Engineer I, II, III	\$100.00, \$110.00, \$125.00
Engineer IV, V, VI	\$140.00, \$160.00, \$175.00
Engineer VII, VIII, IX	\$190.00, \$205.00, \$225.00
Other Professionals I, II, III	\$95.00, \$110.00, \$120.00
Other Professionals IV, V, VI	\$135.00, \$155.00, \$165.00
Other Professionals VII, VIII, IX	\$190.00, \$205.00, \$225.00
<b>Technical</b>	
Geographer/GIS I, II, III	\$85.00, \$95.00, \$105.00
Geographer/GIS IV, V, VI	\$115.00, \$135.00, \$150.00
Geographer/GIS VII, VIII, IX	\$180.00, \$200.00, \$220.00
Designer I, II, III	\$100.00, \$115.00, \$135.00
Designer IV, V, VI, VII	\$150.00, \$175.00, \$195.00, \$205.00
CADD Technician I, II, III, IV	\$70.00, \$85.00, \$95.00, \$115.00
Surveyor I, II, III	\$60.00, \$70.00, \$80.00
Surveyor IV, V, VI	\$100.00, \$105.00, \$120.00
Surveyor VII, VIII, IX	\$140.00, \$165.00, \$185.00
Other Technical I, II, III	\$60.00, \$80.00, \$100.00
Other Technical IV, V, VI	\$115.00, \$130.00, \$150.00
<b>Construction</b>	
Construction Professional I, II, III	\$120.00, \$135.00, \$155.00
Construction Professional IV, V, VI	\$180.00, \$200.00, \$215.00
Inspector I, II, III	\$80.00, \$95.00, \$110.00
Inspector IV, V, VI	\$130.00, \$140.00, \$155.00
Survey Field Crews	
Fully Equipped 1, 2, 3, 4 Person Crews	\$120.00, \$150.00, \$180.00, \$210.00
With Laser Scanner 1, 2 Person	\$170.00, \$200.00
<b>Administration</b>	
Admin Professional I, II, III, IV	\$65.00, \$85.00, \$100.00, \$110.00
Non-Labor Direct Costs	Cost + 15%

COMPANY CONFIDENTIAL AND PROPRIETARY



Revised 7.28.17 | Subject to Revision Standard Hourly Billing Rate Schedule Attachment A 1

**EXHIBIT C**  
**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 DEWBERRY ENGINEERS, INC. RELATING TO FRONT BEACH ROAD COMMUNITY REDEVELOPMENT PLAN 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:  
\_\_\_\_\_  
\_\_\_\_\_

DEWBERRY ENGINEERS, INC.

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

CITY OF PANAMA CITY BEACH, FLA.

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Manager

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

**TASK ORDER 2021-03**

This Task Order is for the purpose of Dewberry Engineers Inc. as the Engineer to provide professional services for the **Community Redevelopment Plan Project (Segment 3.0 Front Beach Road from SR 79 to Lullwater Drive & SR 79 from Front Beach Road to US 98)** to the City of Panama City Beach (City) acting by and through its Council. This scope of services is to post design and construction administration services.

**SCOPE OF SERVICES AND FEE SCHEDULE**

**1.0 BIDDING/BID REVIEW - \$26,360**

The scope of work for this phase of the project will include the following basic services:

1. Prepare contract documents necessary for bidding the project.
2. Participate in and conduct pre-bid meeting.
3. Address questions in the bid documents and their resolution including providing revised design sketches to eliminate the conflict.
4. Evaluate the bid offers from contractors and provide recommendation to the City staff.

**2.0 MEETINGS - \$61,400**

The scope of work for this phase of the project will include the following basic services:

1. Participate in and conduct a pre-construction conference with the construction contractor prior to the beginning of construction operations.
2. Participate in public information meeting to be conducted by the construction contractor.
3. Participate in and conduct weekly construction progress meetings with construction contractor and City staff for the first and last 2 months of the construction time.
4. Participate in and conduct bi-weekly construction progress meetings with construction contractor and City staff after the first month and up to the last two months of the construction time. (assumed 14-months)

**3.0 POST DESIGN LIMITED CONSTRUCTION ADMINISTRATION SERVICES- \$199,460**

The scope of work for this phase of the project will include the following basic services:

1. Respond to contractor questions and requests for information during construction.
2. Assist the City in addressing conflicts in the field and their resolution including providing revised design sketches to eliminate the conflict.
3. Review contractor's proposed change orders and provide recommendations to the City.
4. Prepare FDEP Partial release for clearance Request forms, if applicable.
5. Limited Construction administration services to include shop drawings review and approval. Upon completion of the shop drawing review, the Dewberry shall forward the shop drawing package to the City's Review Office.
6. Review contractor's pay request to confirm they are consistent with the level of progress in the field and recommend payment.

- 7. Limited Construction inspection services (5 days/week and 4 hour/day) for substantial compliance with the plans and specifications. Using a 4-hour per day inspection period, the total number of inspection hours allocated will be 1,440, or 360 week work days.
- 8. Limited utility coordinator services (6 hours/week) for substantial compliance with the utility coordination plans and specifications and utility service conversion.

**4.0 CONSTRUCTION ENGINEERING INSPECTIONS (CEI) NIGHTS AND WEEKENDS - \$237,600**

Limited Construction inspection services at night and on weekends for substantial compliance with the plans and specifications. The total, not to exceed, number of inspection hours allocated will be 2,160.

**FEE ESTIMATE**

**Professional Services Fees \$524,820.00**

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

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

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

By:   
 Name: Morgan Hurst, PE.

Title: Senior Project Manager

Witnessed: 

Date: 3/12/21

By: \_\_\_\_\_  
 Name: Al Shortt

Title: Interim City Manager

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

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

**ATTACHMENT A**

Dewberry Engineers Inc.		FEE COMPUTATION						Total Hours	Cost For Activity
		Senior Project Engineer	Project Engineer	Engineer	Senior Inspector (Day)	Senior Inspector (Night)	CADD Technician		
Hourly Rate		\$190.00	\$140.00	\$100.00	\$80.00	\$110.00	\$95.00		
CRA Segment 3/SR79		Hours	Hours	Hours	Hours	Hours	Hours		
Task No.	Post Design Hours								
<b>1</b>	<b>Bidding/Bid Review</b>								
a)	Responding to RAI's/Bidding Process	40	24	24			40	128	\$17,160.00
b)	Review Bids	8	32	32				72	\$9,200.00
								<b>Subtotal</b>	<b>\$26,360.00</b>
<b>2</b>	<b>Meetings</b>								
a)	Pre Bid Meeting	6	8					14	\$2,260.00
b)	Public Information Meeting (PreConstruction)	6	8	6			20	40	\$4,760.00
c)	Pre-Construction Meeting	6	8					14	\$2,260.00
d)	Weekly Progress Meetings (1st & Last 2 Mnths)	80	32	32	16			160	\$24,160.00
e)	Bi-weekly Scheduled Meetings (assumed 14)	100	28	28	28			184	\$27,960.00
								<b>Subtotal</b>	<b>\$61,400.00</b>
<b>3</b>	<b>POST DESIGN LIMITED CONSTRUCTION ADMINISTRATION SERVICES</b>								
a)	RFI's and Bi-weekly Site Visits	16	40	60	36		100	252	\$27,020.00
b)	Shop Drawing Review	16	40	60				116	\$14,640.00
c)	Pay Apps Assistance	16	40	60				116	\$14,640.00
d)	Project Closeout/Punch List/Acceptance	24	60	150				234	\$27,960.00
e)	CEI Inspector (Day Shift, 4-hours/day)				1440			1440	\$115,200.00
f)	Utility Coordinator	40	300	100			60	500	\$65,300.00
								<b>Subtotal</b>	<b>\$199,460.00</b>
<b>4</b>	<b>CEI Inspections - Additional Shift</b>								
a)	CEI Inspector (Night Shift and Weekends)					2160		2160	\$237,600.00
								<b>Subtotal</b>	<b>\$237,600.00</b>
	<b>TOTAL MANHOURS</b>	310	564	496	1520	2160	180	5230	
	<b>TOTAL COSTS</b>	\$58,900.00	\$78,960.00	\$49,600.00	\$121,600.00	\$237,600.00	\$17,100.00		
								<b>Total Fee</b>	<b>\$524,820.00</b>

# **REGULAR AGENDA**

## **ITEM #4**



## ***CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY***

**1. DEPARTMENT MAKING REQUEST/NAME:**  
Ray Morgan, Fire

**2. MEETING DATE:**  
March 25, 2021

**3. REQUESTED MOTION/ACTION:**

Approval of a Firefighter Cancer Decontamination Equipment grant agreement with the State of Florida Department of Financial Services to purchase firefighting turnout gear.

**4. AGENDA:**

REGULAR AGENDA

**5. IS THIS ITEM BUDGETED  
(IF APPLICABLE)?:** Yes

Detailed Budget Amendment Attached: Yes

**6. IDENTIFY STRATEGIC PRIORITY:**  
Public Safety



## ***CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY***

### ***7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?***

Cancer is one of the biggest killers in the Fire Service, and as such most agencies and states have developed an aggressive Cancer Prevention Initiative or Coalition. The State of Florida, Florida Fire Chief's Association, and Panama City Beach Fire Rescue have all developed cancer prevention initiatives and Panama City Beach Fire Rescue is part of the Florida Fire Chiefs Association's Firefighter Safety and Health Collaborative.

One of the major goals of the collaborative is to reduce the risk of getting cancer by quickly decontaminating dirty firefighting turnout gear while still on scene after the fire is extinguished. The second part of this process is for all crews to "Shower within the Hour" back at the fire station, and to get into a secondary set of clean turnout gear, while they wash/dry their dirty set of gear. To help facilitate having an extra set of gear to use while the dirty set is being cleaned, Panama City Beach Fire Rescue applied for and was awarded a Firefighter Cancer Decontamination Equipment grant with the State of Florida Department of Financial Services to purchase firefighting hoods and gloves. This is a 25% matching grant program.

57 Nomex Hoods at a cost of \$85 each for a total of \$4,845.00

57 Firefighting Gloves at a cost of \$75 each for a total of \$4,275.00

Grand total of \$9,120.00 with our cost being \$2,280.00 (25% match) and the State's cost being \$6,840.00.

There is adequate money in the Fire Rescue FY21 budget to cover this purchase, and staff recommends entering into this grant with the State of Florida Department of Financial Services to purchase said equipment. Please see attached grant agreement paperwork and budget amendment.

[Res 21-125.2021 Budget Amendment #42 - FF Equipment Grant.pdf](#)

[Res 21-125.Fire Grant and Budget Amendment.pdf](#)

[Fire Rescue Grant Agreement.Cancer Decontamination Equip.pdf](#)



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

No. BA #42

FUND	General	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-2201-522.52-10	Operating Supplies	141,700.00	6,840.00	148,540.00
TO	001-0000-334.40-00	State Grants FF Cancer Decontamination Equipment	0.00	(6,840.00)	(6,840.00)
		Check Adjustment Totals:	141,700.00	0.00	141,700.00

**BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:**

To reflect the award of \$6,840 in state grant funds for the Firefighter Cancer Decontamination Equipment Grant and to appropriate the grant funds for the purchase of 57 Nomex hoods and 57 firefighting gloves.  
Sufficient funds are available in the Fire Department's current budget for the City's 25% (\$2,280) required match.

**ROUTING FOR APPROVAL**

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

**RESOLUTION 21-125**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES FOR FIREFIGHTER CANCER DECONTAMINATION EQUIPMENT IN THE AMOUNT OF \$6,840.00 AND AUTHORIZING A BUDGET AMENDMENT TO RECOGNIZE RECEIPT AND EXPENDITURE OF THE GRANT FUNDS.**

**BE IT RESOLVED** that:

1. The appropriate officers of the City are authorized to accept and execute on behalf of the City that certain Grant Agreement between the City and the Florida Department of Financial Services, relating to the use and acceptance of funds from the Firefighter Cancer Decontamination Equipment Grant Program, in the basic amount of Six Thousand, Eight Hundred Forty Dollars and zero cents (\$6,840.00), in substantially the form attached and presented to the Council today.
2. The following budget amendment #42 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2020, and ending September 30, 2021, as shown in and in accordance with the attached exhibit.

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

**PASSED** in regular session this \_\_\_\_\_ day of March, 2021.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_  
Mark Sheldon, Mayor

**ATTEST:**

\_\_\_\_\_  
Lynne Fasone, City Clerk

**GRANT AGREEMENT  
BETWEEN  
DEPARTMENT OF FINANCIAL SERVICES  
AND  
CITY OF PANAMA BEACH**

**THIS GRANT AGREEMENT** (Agreement) is made and entered into by and between the Department of Financial Services (Department), an agency of the state of Florida (State), and City of Panama Beach (Grantee), and is effective as of the date last signed. The Department and the Grantee are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

**THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:**

**WHEREAS**, the Florida Legislature created the Firefighter Cancer Decontamination Equipment Grant Program within the Division of State Fire Marshal (Division) to provide financial assistance to help career fire departments, combination fire departments, and volunteer fire departments procure equipment, supplies, and training designed to mitigate exposure to hazardous, cancer-causing chemicals;

**WHEREAS**, the Florida Legislature has appropriated funds for the 2020-2021 State fiscal year to the Department to implement section 633.137, F.S., for the specific purposes stated therein, and the Division has the authority to administer the program and annually award grants upon the terms and conditions set forth herein and in Rule 69A-37.503, Florida Administrative Code (F.A.C.);

**WHEREAS**, to be a recipient of State funds under this grant program, the Grantee has identified a source of nonstate funding in an amount that is equal to or exceeds 25% the funding provided to Grantee under this Agreement; and

**WHEREAS**, the Grantee represents that it is fully qualified and eligible to receive these grant funds and will use them for the purposes identified herein.

**NOW, THEREFORE**, the Department and the Grantee do mutually agree as follows:

**1. Performance Requirements:**

The Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement, including its attachments, addenda, and exhibits, which are incorporated by reference herein. The performance requirements are more specifically described in Attachment 2, Statement of Work (SOW). The definitions of terms and acronyms in the SOW will apply herein, unless otherwise defined in this Agreement.

**2. Compliance with Laws, Rules, Regulations, and Policies:**

The Grantee shall comply with applicable local, state, and federal laws, rules, regulations, and policies including, but not limited to, those identified in this Agreement.

**3. Agreement Duration:**

The term of this Agreement is identified in the SOW. The Department shall not be obligated to pay for costs incurred by the Grantee related to this Agreement prior to this Agreement's effective date or after its ending date. The term of this Agreement may not be extended or renewed.

**4. Payment and Funding Considerations:**

**4.1. Funding:** This Agreement is a cost-reimbursement agreement, subject to a minimum 25% match of funds from a nonstate source of funding, not to exceed the amount of funds stated in

Attachment 1, Specific Grant Awards. Such funds will be paid by the Department in consideration of the Grantee's performance of the requirements as set forth by the terms and conditions of this Agreement. Pursuant to section 287.0582, F.S., for any agreement binding the State or the Department for a period in excess of one State fiscal year, the State's and the Department's performance and obligation to pay under that agreement are contingent upon an annual appropriation by the Legislature.

- 4.2. **Payment Process:** Subject to the terms and conditions established by this Agreement, the pricing method per deliverable established in the SOW, and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S., for its performance under this Agreement, as described in the SOW. The applicable interest rate can be obtained at:  
<http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- 4.3. **Grantee Rights:** A Vendor Ombudsman has been established within the Department. The duties of the Vendor Ombudsman include acting as an advocate for grantees who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be reached at (850) 413-5516.
- 4.4. **Taxes:** The Department is exempted from the payment of State sales and use tax and Federal Excise Tax. Unless otherwise provided by law, the Grantee shall not be exempt from paying State sales and use tax to the appropriate governmental agencies, nor shall the Grantee be exempted from paying its suppliers for any taxes on materials used to fulfill its contractual obligations under this Agreement. The Grantee shall not use the Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement. The Grantee shall provide the Department its taxpayer identification number upon request.
- 4.5. **Invoicing and Acceptance:** All charges for performance under this Agreement or for reimbursement of expenses authorized by the Department shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee must submit invoices in accordance with the time requirements specified in the SOW. The Department will reimburse the Grantee for the performance required by the Agreement and any authorized expenses only upon the timely and satisfactory completion of the applicable performance and compliance requirements of the SOW. Payment for the deliverables is conditioned upon written acceptance by the Department's designated contract manager (Contract Manager) identified in Section 34, below. If the Department determines that circumstances warrant, the Department may accept partial performance and make partial payments for partial performance.

## 5. Expenditures:

All expenditures must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to the State's Reference Guide for State Expenditures. The Grantee shall submit invoices for performance or expenses in accordance with the requirements of this reference guide, which can be obtained at:

<http://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

## 6. Governing Laws of the State:

- 6.1. **Governing Law:** The Grantee agrees that this Agreement is entered into in the State, and will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section 28, Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to

this Agreement will be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.

- 6.2. Ethics:** The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or State employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or State employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but will not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance. Only the provisions applicable to State funding in Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance, are applicable to this grant.
- 6.3. Employment Eligibility Verification:** N/A
- 6.4. Advertising:** Subject to chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from the Department, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Grantee's name and either a description of this Agreement or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
- 6.5. Sponsorship:** As required by section 286.25, F.S., if the Grantee is a nongovernmental organization which sponsors a program that is financed wholly or in part by State funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Financial Services." If the sponsorship reference is in written material, the words "State of Florida, Department of Financial Services" must appear in the same size letters or type as the name of the Grantee.

**7. Mandatory Disclosure Requirements:**

- 7.1. Conflict of Interest:** This Agreement is subject to chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
- 7.2. Convicted or Discriminatory Vendors:** During the term of this Agreement, the Grantee has a continuous duty to disclose to the Department if the Grantee is on, or is placed on, the convicted vendor list pursuant to section 287.133(2)(a), F.S., or if it or any of its affiliates, as defined by section 287.134(1)(a), F.S., are on, or are placed on, the discriminatory vendor list. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be

awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

**7.3. Continuing Duty of Disclosure of Legal Proceedings: N/A**

**8. Funding Requirements of Section 215.971(1), F.S.:**

**8.1.** The Grantee shall perform all tasks contained in the SOW.

**8.2.** Receipt by the Grantee of the Department's written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Agreement and is contingent upon the Grantee's compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the SOW and the Department shall apply the applicable criteria stated in the SOW to determine satisfactory completion of each deliverable).

**8.3.** If the Grantee fails to meet the minimum level of service specified in the SOW, the Department shall apply the financial consequences for such failure as specified herein.

**8.4.** The Grantee may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement.

**8.5.** The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.

**8.6.** The Grantee shall refund to the Department all funds paid in excess of the amount to which the Grantee is entitled under the terms and conditions of this Agreement.

**9. Advance Payments:** If authorized by sections 215.422(14) or 216.181(16), F.S., and approved in writing by the Department, the Grantee may be provided an advance as part of this Agreement.

**10. Final Invoice:** The Grantee shall submit its final invoice to the Department no later than thirty (30) calendar days after the Agreement ends or, in the case of termination, when this Agreement is terminated. If the Grantee fails to do so, the Department may, at its sole discretion, refuse to honor any request submitted by the Grantee after this time period and may consider the Grantee to have forfeited any and all rights to payment under this Agreement.

**11. Return or Recoupment of Funds:**

**11.1.** If the Grantee or its independent auditor, if applicable, discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days of notification of discovery without prior notification from the Department. If the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. A check for the amount due should be sent to the Department's Contract Manager and made payable to the "Department of Financial Services."

**11.2.** Notwithstanding the damages limitations of Section 29, if the Grantee's non-compliance with any provision of this Agreement results in additional costs or monetary loss to the Department or the State, the Department may recoup the costs or losses from monies owed to the Grantee under this

Agreement or any other Agreement between the Grantee and any State entity. If additional costs or losses are discovered when no monies are available under this Agreement or any other Agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department within thirty (30) calendar days of the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe.

**12. Audits and Records:**

- 12.1. Representatives of the Department, including, but not limited to, the State's Chief Financial Officer, the State's Auditor General, or representatives of the federal government shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
- 12.2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
- 12.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related-party transactions to the auditor.
- 12.4. The Grantee shall retain all the Grantee records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.
- 12.5. The Grantee shall include the aforementioned audit and recordkeeping requirements in all approved subgrantee agreements and assignments.
- 12.6. The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Department's Inspector General or other authorized state official for investigations of the Grantee's compliance with the terms of this Agreement or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Grantee shall not be responsible for any costs of investigations that do not result in the Grantee's suspension or debarment.
- 12.7. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee shall comply with this duty and ensure that its contracts issued under this Agreement, if any, impose this requirement, in writing, on its contractors.

**13. Public Records:** Grantee shall comply with the applicable requirement of Addendum A, Public Records Requirements, which is incorporated by reference herein. All references to "Contractor" within Addendum A refer to "Grantee." All references to "Contract within Addendum A refer to "Agreement."

**14. Assignments, Subgrants, and Contracts:**

- 14.1. Unless otherwise specified in the SOW, or through prior written approval of the Department, the Grantee may not: 1) subgrant any of the funds provided to the Grantee by the Department under this Agreement; 2) contract its duties or responsibilities under this Agreement out to a third party; or 3) assign any of the Grantee's rights or responsibilities hereunder, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior written consent of the Department will be null and void. If the Department approves the transfer of any of

the Grantee's obligations under this Agreement, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement will bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.

- 14.2. The Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department permits the Grantee to contract all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contractual arrangements must be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.
- 14.3. The Grantee agrees that the Department may assign or transfer the Department's rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.
- 14.4. The Grantee agrees to make payments to its subgrantees and contractors, if any, within seven (7) business days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the agreement(s) between the Grantee and the contractor(s). Unless the Grantee and the subgrantee(s) or contractor(s) contract for an alternate payment schedule, the Grantee's failure to pay its subgrantees or contractors, if any, within seven (7) business days will result in a statutory penalty charged against the Grantee and paid to the subgrantee or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such statutory penalty will be in addition to actual payments owed and will not exceed fifteen (15) percent of the outstanding balance due.

15. **MyFloridaMarketPlace:** Disbursements of State financial assistance to a grantee are exempt from the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.031(3)(i), F.A.C. Payments will be made according to the SOW and not through the MyFloridaMarketplace.com system.

**16. Nonexpendable Property:**

- 16.1. For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature).
- 16.2. All nonexpendable property purchased under this Agreement must be listed on the property records of the Grantee in accordance with the requirements of Rule 69I-72.002, F.A.C. For the purposes of section 273.03, F.S., the Grantee is the custodian of all nonexpendable property and shall be primarily responsible for the supervision, control, and disposition of the property in his or her custody (but may delegate its use and immediate control to a person under his or her supervision and may require custody receipts). The Grantee must submit an inventory report to the Department with the final expenditure report and inventory annually and maintain accounting records for all nonexpendable property purchased under the Agreement. The records must include information necessary to identify the property, which at a minimum, must include the following: property tag identification number; description of the item(s); if a group of items, the number and description of the components; physical location; name, make or manufacturer; year and/or model; manufacturer's serial number(s); date of acquisition; cost or value at date of acquisition; date last inventoried; and the current condition of the item.
- 16.3. The nonexpendable property must not be relocated, distributed, gifted, or loaned to any other fire service provider, agency, or individual. At no time shall the Grantee dispose of nonexpendable



property purchased under this Agreement without the prior written permission of, and in accordance with instructions from, the Department. In addition to its plain meaning, "dispose of" includes, selling, exchanging, transferring, distributing, gifting, and loaning. If the Grantee proposes to dispose of the nonexpendable property, or take any other action that will impact its ownership of the property or modify the use of the property other than for the purposes stated herein, the Department shall have the right, in its sole discretion, to demand that the Grantee reimburse the Department the fair market value of the impacted nonexpendable property.

- 16.4. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, nonexpendable property purchased with State funds and held in its possession for use in accordance with this Agreement. The Grantee shall immediately notify the Department, in writing, upon discovery of any property loss with the date and reason(s) for the loss.
- 16.5. The Grantee is responsible for the correct use of all nonexpendable property obtained using funds provided by this Agreement and for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.
- 16.6. A formal amendment to this Agreement is required prior to the purchase of any item of nonexpendable property not listed in Attachment 1, Specific Grant Awards.
- 16.7. Title (ownership) to all nonexpendable property acquired with funds from this Agreement will be vested in the Grantee, subject to the requirements of Section 17 below.

**17. Disposition of Property:**

The Grantee shall provide advance written notification to the Department, if during the five (5) year period following the termination of this Agreement or the depreciable life of the nonexpendable property (determined by the depreciation schedule in use by the Grantee) purchased under this Agreement, whichever period is shorter, the Grantee proposes to dispose of or take any other action that will impact its ownership of the nonexpendable property or modify the use of the nonexpendable property from the purposes authorized herein. If any of these situations arise, the Department shall have the right, in its sole discretion, to demand that the Grantee immediately reimburse the Department the fair market value of the impacted nonexpendable property valued at the time of disposition or modified use.

**18. Additional Requirements Applicable to the Purchase of, or Improvements to, Real Property:**  
N/A

**19. Data Security and Information Resource Acquisition:** N/A

**20. Insurance:**

- 20.1. The Grantee shall, at its sole expense, maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Adequate insurance coverage is a material obligation of the Grantee, and the failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under this Agreement. All insurance policies must be through insurers authorized to write policies in the State. Specific insurance requirements, if any, are listed in the SOW.
- 20.2. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible will be the sole responsibility of the Grantee.

**21. Patents, Copyrights, and Royalties:** N/A

- 22. Intellectual Property Rights:** Each party shall retain its intellectual property rights to its intellectual property. No intellectual property is to be created or otherwise developed by Grantee for the Department under this Agreement.
- 23. Independent Contractor Status:** It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement that Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or will be deemed to constitute a partnership or joint venture between the Parties.
- 23.1.** Unless the Grantee is a State agency, the Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.
- 23.2.** Unless the Grantee is a State agency, neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.
- 23.3.** The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be in a joint venture with the State nor an agent, servant, or partner of the State as a result of this Agreement.
- 23.4.** Unless agreed to by the Department in the SOW, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee, its subrecipient, contractor, or assignee.
- 23.5.** The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive all legally required benefits and insurance coverage from an employer other than the State.
- 23.6.** At all times during the Agreement period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.
- 24. Electronic Funds Transfer:** The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer within thirty (30) calendar days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at:  
<http://www.myfloridacfo.com/Division/AA/Vendors/>.

Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

- 25. Entire Agreement:** This Agreement consists of all documents listed in the order of precedence below, each of which is incorporated into, and is an integral part of, the Agreement, and together they embody the entire Agreement. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject. Any conflicts among these documents will be resolved in accordance with the following order of precedence:
- i. Attachment 1, Specific Grant Awards;
  - ii. Attachment 2, Statement of Work;

- iii. Pages 1 through 12 of this Agreement;
- iv. Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1);
- v. Addendum A, Public Records Requirements; and
- vi. Attachment 4, Index of Applicable Laws and Regulations.

**26. Time is of the Essence:** Time is of the essence regarding the performance requirements set forth in this Agreement. The Grantee is obligated to timely complete the deliverable(s) under this Agreement and to comply with all other deadlines necessary to perform the Agreement which include, but are not limited to, attendance of meetings or submittal of reports.

**27. Termination:**

**27.1. Termination Due to the Lack of Funds:** If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. If funds become unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds."

**27.2. Termination for Cause:** The Department may terminate this Agreement if the Grantee fails to: (1) satisfactorily complete the deliverables within the time specified in the Agreement; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Grantee shall continue to perform any work not terminated. The Department's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits. Upon termination, the Department may require that the Grantee return to the Department any funds that were used for ineligible purposes under the Agreement or applicable program laws, rules, and regulations governing the use of funds under the Agreement.

**27.3. Termination for Convenience:** The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State's interest to do so. The Grantee shall cease performance upon receipt of the Department's notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

**28. Dispute Resolution:** Unless otherwise stated in the SOW, the Department shall decide disputes concerning the performance under the Agreement, reduce the decision to writing, and serve a copy on the Grantee. If a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in the State courts, and the venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own costs and attorneys' fees incurred in connection with disputes arising under the terms of the Agreement.

**29. Indemnification:**

**29.1.** The Grantee shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible

property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, subrecipients, or contractors, provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.

- 29.2. Further, the Grantee shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to a violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation will not apply to the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Grantee's opinion is likely to become the subject of such suit, the Grantee may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Grantee is not reasonably able to modify or otherwise secure for the Department the right to continue using the product, the Grantee shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department shall not be liable for any royalties.
- 29.3. The Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at the Grantee's sole expense, and (3) assistance in defending the action at the Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which will not be unreasonably withheld.

NOTE: For the avoidance of doubt, if the Grantee is a State agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability to the other Party for the other Party's negligence.

30. **Force Majeure and Notice of Delay from Force Majeure:** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, if a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate all resulting delay or disruption in accordance with the Party's performance requirements under this Agreement. If the Grantee believes any delay is excusable under this Section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within five (5) calendar days after the Grantee first had reason to believe that a delay could result if the Grantee could reasonably foresee that a delay could result or within ten (10) calendar days after the date the Grantee first learned of the delay if the delay is not reasonably foreseeable. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Department, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Grantee of its decision in writing. If an extension is legally permissible, and if one will be granted, the Department's notice will state the extension period. **THE FOREGOING CONSTITUTES THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** The Grantee shall not assert a claim for damages against the Department and shall not be entitled to an increase in this Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this Section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the

delay will significantly impair the ability of the Grantee to timely complete its obligations under this Agreement, in which case the Department may terminate the Agreement in whole or in part.

- 31. **Severability:** If any provision of this Agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.
- 32. **Survival:** Any right or obligation of the Parties in the Agreement, which, by its express terms or nature and context, is intended to survive termination or expiration of the Agreement, will survive any such termination or expiration.
- 33. **Execution in Counterparts:** The Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute but one and the same instrument.
- 34. **Contact Information for Grantee and Department Contacts:**

**Department's Contract Manager:**

Susan Schell, Safety Programs Manager  
Bureau of Fire Standards and Training  
Division of State Fire Marshal  
11655 NW Gainesville Road  
Ocala, FL 34482  
Telephone number: (352) 369-2800  
Susan.Schell@myfloridacfo.com

**Grantee's Payee:**

**Grantee's Contract Manager:**

Name:	Name:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:

If any of the information provided in this Section changes after the execution of this Agreement, the Party making such change will notify the other Parties in writing of such change. Such changes will not require a written amendment to the Agreement.

**35. Notices:**

The contact information provided in the immediately preceding Section must be used by the Parties for all communications under the Agreement. Where the terms "written notice" or notice "in writing" are used to specify a notice requirement herein, said notice will be deemed to have been given when (i) personally delivered; (ii) transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a Business Day then the next Business Day) on which the same has been delivered prepaid to a

recognized overnight delivery service; or (iv) on the date actually received, except if there is a date of the certification of receipt, then on that date.

**IN WITNESS THEREOF**, and in consideration of the mutual covenants set forth above and the attachments, addenda, and exhibits hereto, the Parties have caused to be executed this Agreement by their undersigned duly authorized officials.

Grantee:

Department of Financial Services:

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

### **Attachment 1, Specific Grant Awards**

The Department has established a funding award for Grantee in an amount not to exceed **\$6,840.00** for the grant period during the 2020-2021 State fiscal year.

Per the Grant Award Letter, Grantee's authority to expend State grant funds referenced above is conditioned upon Grantee's expenditure of **\$2,280.00** in matching funds. The total expenditures that must be accounted for by the Grantee are **\$9,120.00**, and are authorized for the following equipment, supplies, and training:

**57 Nomex hoods**

**57 Firefighting gloves**

Grantee shall submit all supporting documentation to the Department in accordance with the requirements of Attachment 2, Section B.3., Deliverables, of this Agreement.

## Attachment 2, Statement of Work

### A. PROGRAM REQUIREMENTS

The Division of State Fire Marshal (Division) is to enter into grant agreements to provide financial assistance to help career fire departments, combination fire departments, and volunteer fire departments procure equipment and supplies designed to mitigate exposure to hazardous, cancer-causing chemicals when the Florida Legislature appropriates funding for this purpose to the Department for the Firefighter Cancer Decontamination Equipment Grant Program. The Division prioritizes the annual award of grants to those career, combination, and volunteer fire departments demonstrating need via participation in the annual Florida Fire Service Needs Assessment Survey, in compliance with the requirement to submit fire incident data as required in Rule 69A-66.004, F.A.C., in compliance with the Florida Firefighters Occupational Health and Safety Act (or has a plan for correction for any noncompliance issue filed with the Division), and in compliance with the requirement to provide a minimum 25% match of nonstate funding for the amount of funding requested and proof of that funding. Grantees shall only use funds to:

- (a) Purchase vehicle exhaust capture systems that are either mounted in the stations or on the vehicles and are compliant with the standards of National Fire Protection Association (NFPA) 1500, Standard on Fire Department Occupational Safety, Health, and Wellness Program, as specified in Rule 69A-62.025, F.A.C.
- (b) Purchase personal protective equipment extractor units that are designed to operate using 110-volt alternating current (AC); however, additional costs such as wiring and installation will not be covered.
- (c) Purchase personal protective equipment extractor units not designed to operate using 110-volt AC current; however, additional costs such as wiring and installation will not be covered.
- (d) Purchase second issued hoods, gloves, and helmet earflaps that are compliant with the standards of NFPA 1971, Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting, as specified in Rule 69A-37.060, F.A.C., and that can be exchanged at the scene or in quarters after fire extinguishment.
- (e) Purchase other equipment that is used to mitigate exposure to hazardous, cancer-causing chemicals when specifically authorized by the Division.
- (f) Purchase supplies that are used to mitigate exposure to hazardous, cancer-causing chemicals when specifically authorized by the Division.
- (g) Provide educational training designed to mitigate exposure to hazardous, cancer-causing chemicals when specifically authorized by the Division.

### B. SCOPE OF WORK

#### 1. The Grantee's Responsibilities:

- a. The Grantee shall perform the tasks as specified in Section 3, Deliverables, and comply with the requirements of the Agreement.
- b. The Grantee shall remain in compliance with all grant award eligibility requirements during the Agreement term, including, but not limited to, the following:
  - 1) Maintenance of all fire department profile and roster records within the electronic online database of the Bureau of Fire Standards and Training.
  - 2) Submission of all incident reports to the Florida Fire Incident Reporting System (FFIRS).
  - 3) Compliance with the Florida Firefighter Occupational Health and Safety Act or the requirements of the Grantee's filed plan for correction.
  - 4) Maintenance of a written Agreement with the fire service provider under which the fire department is operating.
- c. To fulfill the requirements of Rule 69A-37.503(7)(a), F.A.C., the Grantee hereby acknowledges receipt of this Agreement as the Department's award notification and shall



return this signed Agreement to the Department within thirty (30) days of the Department's award notification to the Grantee. The signed Agreement must be attached to an email and sent to [FirefighterGrant@myfloridacfo.com](mailto:FirefighterGrant@myfloridacfo.com).

**2. The Department's Responsibilities:**

- a. To fulfill the requirements of Rule 69A-37.503(7)(a), F.A.C., the Department shall provide this Agreement to the Grantee for its signature and deem the timely receipt of this signed Agreement via an email attachment from Grantee via [FirefighterGrant@myfloridacfo.com](mailto:FirefighterGrant@myfloridacfo.com) to be the Grantee's notice of acceptance of the award.
- b. The Department shall conduct all verification activities associated with the Grantee's expenditures for the items authorized in Attachment 1, Specific Grant Awards, including expenditure of the match amount stated in Attachment 1, Specific Grant Awards.
- c. The Department shall provide reimbursement of properly documented and authorized expenditures.

**3. Deliverables:**

The Grantee shall perform the following tasks as specified:

<b>Deliverable 1 – Expend Funds for Authorized Equipment, Supplies, and Training</b>		
<b>Tasks</b>	<b>Performance Measures and Due Date</b>	<b>Financial Consequences</b>
Expend funds for items as authorized in Attachment 1, Specific Grant Awards.	<p>For authorized equipment and supply purchases: Submit to the Department an invoice that clearly reflects the description of the item(s), number of units, and cost per unit for the equipment and supplies purchased; and proof of payment for such items. Upon receipt of such items, submit to the Department copies of documentation confirming receipt.</p> <p>For authorized training: Submit to the Department an invoice and any additional documentation necessary to clearly describe the training, the purpose and benefits of the training, the dates and times for the training to be conducted, and proof of payment for the scheduled training. Upon completion of the training, provide proof of attendance and completion of the training by the number of participants that received the training.</p>	Funds expended for the authorized items will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the item.

	<p>Due Dates: For each authorized use of funding, the funds must be fully obligated for the authorized use on or before the last day of the State fiscal year for the grant award period.</p>	
<p><b>Deliverable 1 State Funds Payment Amount Not To Exceed: \$6,840.00</b></p>		
<p><b>TOTAL STATE FUNDS AND MATCHING FUNDS \$9,120.00</b></p>		

**4. Expenditure and Reconciliation Report:**

Pursuant to section 215.971, F.S., the Department's Contract Manager must produce a final reconciliation report reconciling all funds paid out to the Grantee under this Agreement against all funds expended by the Grantee in performance of this Agreement. In addition, the Department's Contract Manager must verify that the Grantee has expended the required amount of matching funds in accordance with the requirements of Attachment 1, Specific Grant Awards. If the Department's Contract Manager requests documentation from the Grantee's Contract Manager for these purposes, the Grantee must submit such documentation to the Department within ten (10) business days of receipt of the Department's request. See Section C.3. below for further detail regarding the documentation and reporting requirements for State fund and matching fund expenditures.

**C. SPECIAL PROVISIONS**

**1. Agreement Duration:**

This Agreement is effective (effective date) on the date last signed and will end on the last day of the State's fiscal year in which the grant was awarded. The Grantee may commence its performance of the requirements of the Agreement as of the date it submits a signed copy of the Agreement to the Department in accordance with the requirements of Section B.1.c., above.

**2. Demonstration of Performance and Acceptance of Deliverables:**

The deliverables will be accepted by the Department's Contract Manager only after the Grantee has provided proof of payment and receipt of the authorized items. If the Department rejects a deliverable, all costs associated with correction of that deliverable shall be at the Grantee's expense. The Grantee shall work diligently to timely correct all deficiencies noted by the Department. Final acceptance of the deliverable shall be considered to occur when the deliverable has been approved by the Department. The Agreement will be considered complete upon acceptance by the Department of all deliverables required under the Agreement. The Department may independently verify the receipt by Grantee of deliverables beyond the methods described in this Section. The Grantee must provide proof of payment and receipt of the authorized items to be entitled to retain funds provided under the Agreement.

**3. Payment Amount, Invoice Submittal, and Payment Schedule:** The payment obligation of the Department shall not exceed the amount of State funds to be awarded as stated in Attachment 1, Specific Grant Awards. The deliverable amount specified in Attachment 1, Specific Grant Awards, establishes the maximum reimbursable amount for the authorized item and not the value of the item. The Grantee's entitlement to retain funds is dependent upon the following: the Grantee timely submitted an accurate and acceptable invoice and any other necessary supporting documentation as described in Section B.3., Deliverables; the funds were fully obligated by the

Grantee as of June 30<sup>th</sup> of the State's fiscal year in which the grant was awarded and were disbursed by the Department on or before September 30<sup>th</sup> of the same calendar year; and, in accordance with Agreement Section 8, Funding Requirements of Section 215.971, F.S., the funds were expended by the Grantee for allowable costs incurred in performance of the requirements of this Agreement. If the Department does not receive all documentation necessary from the Grantee to confirm its acceptance of all deliverables, the Grantee shall return all excess funds it has received.

In addition to the documents identified in Section B.3., Deliverables, the Department may require any additional information from the Grantee that the Department deems necessary to verify that the Grantee has fulfilled the requirements of the Agreement.

If the Agreement is terminated early, the Department shall only pay for completed and accepted deliverables.

4. **Travel and Expenses:** Per diem and travel expenses are not authorized and will not be reimbursed under this Agreement.
5. **Financial Consequences for Failure to Timely and Satisfactorily Perform:** Failure to comply with the requirements of Section B.3., Deliverables, will result in automatic task rejection and the deliverable shall not be invoiced or paid until correction of the task. Failure to complete the required duties as outlined in the SOW shall result in the rejection of the invoices. Failure to complete all deliverables in accordance with the requirements of the Agreement, and, in particular, as specified above in Section B.3., Deliverables, will result in assessment by the Department of the specified financial consequences.

This provision for financial consequences shall in no manner affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.

6. **Notification of Instances of Fraud:** Instances of Grantee operational fraud or criminal activities shall be reported to the Department's Contract Manager within twenty-four (24) hours of being made aware of the incident.
7. **Grantee's Responsibilities upon Termination:** If the Department issues a Notice of Termination to Grantee, except as otherwise specified by the Department in that notice, the Grantee shall:
  - a. Stop work under the Agreement on the date and to the extent specified in the notice.
  - b. Complete performance of such part of the work as shall not have been terminated by the Department.
  - c. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession of Grantee and in which the Department has or may acquire an interest.
  - d. Upon the effective date of termination of the Agreement, Grantee shall transfer, assign, and make available to the Department all property and materials belonging to the Department. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.
8. **Nondiscrimination:** The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or

age. The Grantee shall provide a harassment-free workplace and give any allegation of harassment priority attention and action.

**9. Limitation of Liability:**

- a. For all claims against Grantee under the Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the dollar amount of this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraphs contained in the Agreement.
- b. Neither Party shall be liable to the other for special, indirect, punitive, or consequential damages, including lost data or records, even if the Party has been advised that such damages are possible. Neither Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them.

*- End of Attachment 2, Statement of Work -*

**ATTACHMENT 3**



Department of Financial Services  
*Division of Accounting and Auditing – Bureau of Auditing*

**AUDIT REQUIREMENTS FOR AWARDS OF  
STATE AND FEDERAL FINANCIAL ASSISTANCE**

The administration of resources awarded by the Department of Financial Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

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**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**Part I: Federally Funded**

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A grantee that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A grantee that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

**Part II: State Funded**

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the

AUDIT REQUIREMENTS FOR AWARDS OF  
STATE AND FEDERAL FINANCIAL ASSISTANCE

2. Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
3. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
4. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

**Part III: Other Audit Requirements**

N/A

**Part IV: Report Submission**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

- a. The Department at each of the following addresses:

Electronic copies (preferred): [Susan.Schell@MyFloridacfo.com](mailto:Susan.Schell@MyFloridacfo.com)

or

Paper (hard copy):  
Susan Schell  
Department of Financial Services  
200 East Gaines Street  
Tallahassee, Florida 32399-0340

- b. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

AUDIT REQUIREMENTS FOR AWARDS OF  
STATE AND FEDERAL FINANCIAL ASSISTANCE

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

**Part V: Record Retention**

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.



AUDIT REQUIREMENTS FOR AWARDS OF  
STATE AND FEDERAL FINANCIAL ASSISTANCE

**EXHIBIT 1**

**Federal Resources Awarded to the Grantee  
Pursuant to this Agreement Consist of the Following:**

1. Federal Program A:

*N/A*

2. Federal Program B:

*N/A*

**Compliance Requirements Applicable to the Federal Resources  
Awarded Pursuant to this Agreement are as Follows:**

1. Federal Program A:

*N/A*

2. Federal Program B:

*N/A*

**State Resources Awarded to the Grantee  
Pursuant to this Agreement Consist of the Following:**

**Matching Resources for Federal Programs:**

1. Federal Program A:

*N/A*

2. Federal Program B:

*N/A*

**Subject to Section 215.97, F.S.:**

1. State Project A:

State Project: Fire Decontamination Equipment Grant Program  
State Awarding Agency: State of Florida, Department of Financial Services  
Catalog of State Financial Assistance Title and Number: Fire Decontamination Equipment Grants,  
43.013  
Amount: \$6,840.00

2. State Project B:

*N/A*

**Compliance Requirements Applicable to State Resources Awarded  
Pursuant to this Agreement Are as Follows:**

The compliance requirements are as stated in Grant Agreement #FMXXX between the Grantee and the Department, entered in State Fiscal Year 2020-2021.

**Attachment 4**  
**Index of Applicable Laws and Regulations**

**1. Statutory Requirements:**

Chapter 112, F.S. (conflict of interest)  
Section 287.133, F.S. (convicted vendor list)  
Section 287.134, F.S. (discriminatory vendor list)  
Section 287.135, F.S. (scrutinized companies lists)  
Sections 11.062 and 216.347, F.S. (prohibitions on the use of state funds for lobbying purposes)  
Chapter 119, F.S. (public records and exceptions to disclosure)  
Section 286.25, F.S. (sponsorship)  
Americans with Disabilities Act  
Immigration and Nationality Act

**2. Audit Requirements:**

Section 215.971, F.S., Agreements Funded with Federal or State Assistance  
Section 215.34, F.S. (return or recoupment of funds)  
Section 215.97, F.S., Florida Single Audit Act  
Section 20.055, F.S. (audit investigations)

**3. Financial Requirements:**

Section 215.422, F.S. (payments from state funds)  
Section 287.0585, F.S. (payments to subcontractors)  
Rule 60A-1.031, F.A.C., if applicable (MyFloridaMarketPlace)  
Section 273.02, F.S. (nonexpendable tangible personal property)  
Chief Financial Officer Memo No. 1, Effective July 1, 2020, Contract and Grant Reviews and Related  
Payment Processing Requirements  
Section 287.05805, F.S. (if funding is used for real property purchase or improvement)

**DEPARTMENT OF FINANCIAL SERVICES**  
**Public Records Requirements**

**Addendum A**

**1. Public Records Access Requirements.**

- a. If the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from public access pursuant to section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

**2. Public Records Requirements Applicable to All Contractors.**

- a. For purposes of the Contract, the Contractor is responsible for becoming familiar with Florida's Public Records law, consisting of chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (Public Records Law).
- b. All requests to inspect or copy Public Records relating to the Contract must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Contract is governed by Public Records Law.
- c. If the Contractor has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the records the Contractor claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. The un-redacted copy of the records must contain the Contract name and number and must be clearly labeled "Confidential" or "Trade Secret." The redacted copy of the records should only redact those portions of the records that the Contractor claims are Confidential or Trade Secret. If the Contractor fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.
- d. If the Department receives a Public Records request, and if records that have been marked as "Confidential" or "Trade Secret" are responsive to such request, the Department will provide the Contractor-redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Contractor that such an assertion has been made. It is the Contractor's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Contractor claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Contractor prompt notice of the demand, when possible, prior to releasing the portions of records the Contractor claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Contractor's failure to promptly legally protect its claim of exemption and commence such protective actions within ten days of receipt of such notice from the Department.
- e. If the Contractor claims that the records are "Trade Secret" pursuant to section 624.4213, F.S., and all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.
- f. The Contractor shall ensure that exempt or confidential and exempt Public Records are not disclosed except as permitted by the Contract or by Public Records Law.

**Addendum A**

1 of 2

**3. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

If the Contractor is a "contractor" as defined in section 119.0701(1)(a), F.S., the Contractor shall:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., 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 Contractor does not transfer the Public Records to the Department.
- d. Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department's custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.
- e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT PUBLIC RECORDS AT:**

**Telephone: (850) 413-3149**

**Email: [PublicRecordsInquiry@myfloridacfo.com](mailto:PublicRecordsInquiry@myfloridacfo.com)**

**Mailing Address: The Department of Financial Services  
Office of the General Counsel, Public Records  
200 E. Gaines Street, Larson Building  
Tallahassee, Florida 32399-0311**

A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.