

## **RESOLUTION 21-73**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH DDC ENGINEERING, INC. FOR FRONT BEACH ROAD STORMWATER OFFSHORE OUTFALL PROJECT ENGINEERING DESIGN; APPROVING TASK ORDERS FOR DESIGN OF CALYPSO AND LULLWATER OUTFALLS, AND EVALUATION OF 15 OTHER OUTFALLS, IN THE TOTAL AMOUNT OF \$943,400; AND AUTHORIZING A BUDGET AMENDMENT TO APPROPRIATE FUNDS FOR THIS CONTRACT.**

### **BE IT RESOLVED that:**

- 1. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Professional Services Agreement between DDC Engineering, Inc., relating to the engineering design of Front Beach Road Stormwater Offshore Outfalls, in substantially the form attached and presented as Exhibit A 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.**
- 2. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Task Order 1 between the DDC Engineering, Inc., relating to engineering design of the Calypso and Lullwater Outfalls, in the basic amount of Eight Hundred Forty Three Thousand, Four Hundred Dollars (\$843,400), in substantially the form attached and presented as Exhibit B 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.**
- 3. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Task Order 2 between the DDC Engineering, Inc., relating to a Master Plan Report and evaluation of drainage basins contributing to 15 outfalls, in the basic amount of One Hundred Thousand Dollars (\$100,000), in substantially the form attached and presented as Exhibit C 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.

4. The following budget amendment #20 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 D.

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

**PASSED** in regular session this 14<sup>th</sup> day January, 2021.

**CITY OF PANAMA CITY BEACH**

By:   
Mark Sheldon, Mayor

**ATTEST:**

  
Lynne Fasone, City Clerk

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
CITY OF PANAMA CITY BEACH AND DDC ENGINEERS, INC.  
RELATING TO  
FBR STORMWATER OFFSHORE OUTFALL PROJECT**

**THIS AGREEMENT** is made and entered into this 26<sup>th</sup> day of May, 2021, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation and DDC Engineers, Inc.

**PREMISES**

**1. SCOPE OF PROFESSIONAL SERVICES:**

The scope of services has been agreed to by the parties, and is attached hereto and incorporated herein by reference as Exhibit A. The Consultant shall provide professional Services for the City in all phases of the Project to which this AGREEMENT applies as hereinafter provided, and shall do so within the budget established by the City and within the fee schedule set forth in Exhibit A. The Consultant shall perform any and all Professional Services in a timely, efficient and cost effective manner and in accordance with the generally accepted standards of the applicable profession. The City retains the Consultant to diligently, competently and timely perform the "Professional Services" in connection with the Project in accordance with the provisions of this Agreement, applicable state codes and municipal ordinances, and in accordance with the Request for Qualifications (RFQ), instruction to bidders, bid form, and any and all addenda, modifications and revisions thereto.

**2. COMPENSATION AND PAYMENT:**

A. Consultant's compensation for the services described in the scope of work shall be as stated in Exhibit A. 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 Consultant shall be reimbursed for reasonable out-of-pocket expenses upon submission of adequate documentation. The Consultant 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 Consultant 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 Consultant shall perform additional work necessary or convenient to complete the services, and which are mentioned or referenced in this Agreement. The Consultant shall be entitled to additional compensation unless such work is required as a result of error, omission, or negligence by the Consultant. The additional

compensation shall be computed by the Consultant on a revised fee quotation proposal and submitted to the City for written approval. If the parties cannot agree, Consultant'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 Consultant in monthly installments as set forth elsewhere in this Agreement.

D. In the event that additional outside services are required due to unforeseen conditions, the Consultant 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 Consultant shall select a firm that is registered in the State of Florida.

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

4) The Consultant 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 Consultant for the cost of such services, which cost shall not exceed 1.10 times the amount of the proposal.

6) Services rendered by the Consultant 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 Consultant except as part of the multiplier stated in immediately preceding subsection 2.D.5.

E. At the end of each month during which work shall be outstanding, the Consultant shall submit an invoice for services rendered during that month with respect to the work performed, as follows:

1) Where a stipulated sum is specified, the City shall pay Consultant in monthly installments based upon the percentage of satisfactory completion. In support of payment, Consultant 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 Consultant monthly in arrears upon receipt of an itemized statement in form and detail reasonably acceptable to City.

F. The acceptance by the Consultant, its successors, or assigns, of any Final Payment due upon the termination of this Agreement, shall constitute a full and complete release of the City from any and all claims or demands regarding further compensation for authorized Services rendered prior to such Final Payment that the Consultant, 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. TERM and SCHEDULE:**

A. The term of this Agreement shall commence on the date of execution of this Agreement by the City and continue through approval of the final reports by the City. It is also agreed that the City shall have an option for extension of this Agreement, as necessary to complete the services or to provide additional services.

B. The City shall give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the timing or delivery of the Consultant's Services. If the Consultant has been delayed in completing its Services through no fault or negligence of either the Consultant or any Specialty Consultant, and, as a result, will be unable complete timely performance fully and satisfactorily under the provisions of this Agreement, then the Consultant shall promptly notify the City. At the City's sole discretion, and only upon the previous submittal to the City of evidence of the causes of the delay, the City may grant the Consultant an extension of its Project schedule equal to the period the Consultant was actually and necessarily delayed, subject to the City's rights to change, terminate, or stop any or all of the Services at any time in accordance with this Agreement.

**4. CITY'S RESPONSIBILITY:**

The City shall furnish the Consultant with all existing data, plans, profiles, and other 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 Consultant, unless such data, plans, profiles, and other data are necessary for daily operations; then such forms of information shall be promptly duplicated by the Consultant 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 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 Consultant, and rendering in writing decisions pertaining thereto

within a reasonable time so as not to materially delay the work of the Consultant.

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 Consultant 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 Consultant's compensation, shall not be binding unless mutually agreed upon by and between the City and the Consultant, and incorporated in written amendments to this Agreement.

#### **7. TERMINATION:**

A. The City may terminate this Agreement for cause upon written notice to Consultant if Consultant 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. Consultant 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 Consultant solely for the reasonable value of the work performed by the Consultant prior to the City's wrongful action, including reasonable overhead and profit on the work performed, less prior payments made. Under no circumstances shall Consultant 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 Consultant. Should the City terminate this Agreement without cause, City shall pay Consultant for work performed through the date of Notice of Termination, including overhead and profit, and shall have no further responsibility to Consultant.

C. Termination must be by mutual agreement of the parties.

#### **8. INDEMNIFICATION:**

The Consultant hereby does hold the City harmless of any and all claims, actions, or suits to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the

Consultant or any person employed or utilized by the Consultant in the performance of professional services hereunder, to the fullest extent permitted by Section 725.08(1), *Florida Statutes*. The specific consideration given for the promises of the Consultant set forth in this paragraph is one dollar (\$1) in hand paid by the City to the Consultant, receipt whereof is hereby acknowledged and the adequacy of which the Consultant accepts as completely fulfilling the obligations of the City. The provisions of this Section shall survive termination of this Agreement.

## 9. INSURANCE:

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

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

Coverage A - Worker's Compensation - Statutory  
Coverage B - Employer's Liability - \$1,000,000.00

2) **Liability:** Comprehensive General Liability insurance including, but not limited to:

- a) Independent Contractor's Liability;
- b) Contractual Liability;
- c) Personal Injury Liability.

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

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

4) **Professional Liability:** 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 project specific coverage, or in an amount not less than \$10,000,000 per claim / \$10,000,000 annual aggregate non-project specific, company-wide coverage.

B. **Certificates of Insurance:** The Consultant 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.

#### **10. NEGOTIATION DATA:**

A. The Consultant hereby certifies, covenants, and warrants that Hourly Rates and other factual unit costs supporting the compensation provided in Exhibit A are accurate, complete, and current as of the date of negotiation.

B. **Truth-in-Negotiation Certificate:** Execution of this Agreement by the Consultant 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 date of the Agreement.

The original contract price and any 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 Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant 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 Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting

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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.

#### **11. 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 Consultant in connection with its services hereunder, and the intellectual property rights associated with all deliverables, 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 Consultant 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 Consultant. The City shall use reasonable efforts to notify Consultant if it uses the Consultant's project specific design documentation on any project other than the project described in the Scope of Work and Request for Statements of Qualification.

When transferring data in electronic media format, Consultant 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 Consultant 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. Consultant 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 Consultant's seal shall take precedence over the electronic documents.

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

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

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

B. The Consultant 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 Consultant, and of the details thereof.

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 Consultant which delay the project schedule completion date, the City shall grant to the Consultant in writing an extension of time equal to such delays.

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

**13. STANDARDS OF CONDUCT:**

A. The Consultant 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 Consultant 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 Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

**14. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:**

The Consultant 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.

**15. ASSIGNABILITY:**

The Consultant 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 Consultant 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.

**16. INDEPENDENT CONTRACTOR:**

The Consultant is and shall remain an independent contractor and not an employee of the City.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. COOPERATION:**

Consultant acknowledges that the process of Consulting 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.

## **22. MEDIATION:**

City and Consultant 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.

## **23. 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 Consultant is acting on behalf of City as provided under Section 119.011(2), Consultant 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, or provide the City with a copy of the requested records.

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 Consultant 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

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that is compatible with the information technology systems of the City.

**E. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AND TO CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-233-5100, L.FASONE@PCBFL.GOV, 17007 PANAMA CITY BEACH PARKWAY, PANAMA CITY BEACH, FL 31413.**

**24. STATE AND FEDERAL STATUTES, REGULATIONS, AND POLICIES:**

**Compliance with EEOC and Other Federal Laws and Regulations**

To the extent set forth in the respective statutes, the contractor shall comply with the provisions of:

- a. Title VII of the Civil Rights Act of 1964;
- b. Age Discrimination in Employment Act of 1967;
- c. Title I of the Americans with Disabilities Act of 1990;
- d. Equal Pay Act of 1963;
- e. Fair Labor Standards Act of 1938; and
- f. Immigration Reform and Control Act of 1986.
- g. This Contract is intended to meet the applicable requirements contained in 2 C.F.R. Section 200.326 and 2 C.F.R. Part 200, Appendix II. If it is later determined that additional language is necessary to comply with those requirements, the Parties will work together in good faith to supplement the Contract as necessary.
- h. Minority and Women Business Enterprises. To the greatest extent feasible, contractor will take affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for subcontracts to be paid with CDBG-DR funds. See 24 CFR 570.506(g)(6).

**Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain the following provisions, as applicable.

**1. Equal Employment Opportunity.**

- a. The contractor agrees to comply with the requirements of Chapter 760, Florida Statutes, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended.
- b. If this contract is in excess of \$10,000 and meets the definition of a "federally assisted

construction contract” as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor’s performance under this contract:

- i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor’s legal duty to furnish information.
- iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the contractor’s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the contractor’s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the

Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

For the purposes of this section, "federally assisted construction contract" means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, "construction work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

## **2. Davis Bacon Act.**

a. This section applies to all construction contracts in excess of \$2,000.

b. In accordance with the requirements of the Davis Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction), the contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the contractor shall pay wages not less than once a week.

c. Award of this contract to the contractor is conditioned upon the contractor's acceptance of the current prevailing wage determination issued by the Department of Labor as provided in the solicitation for this contract.

## **3. Copeland Anti-Kickback Act.**

a. This section applies to all contracts and subcontracts in excess of \$2,000 for construction or repair.

b. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Specifically, the contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the

compensation to which he or she is otherwise entitled.

c. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

d. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### **4. Contract Work Hours and Safety Standards Act.**

a. This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.

b. As provided in 40 U.S.C. § 3702, and as supplemented by Department of Labor regulations (29 C.F.R. Part 5), the contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

c. The requirements of 40 U.S.C. § 3704, as supplemented by 29 C.F.R. Part 5, shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

d. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

e. In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.

f. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.



g. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (c) through (f) of this section.

**5. Compliance With Clean Air Act.**

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided through Community Development Block Grant Disaster Recovery funds.

**6. Compliance with Federal Water Pollution Control Act.**

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided through Community Development Block Grant Disaster Recovery funds.

**7. Debarment and Suspension.**

- a. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to the State of Florida and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**8. Byrd Anti-Lobbying Amendment**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)**

The undersigned Consultant certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant, DDC Engineers, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Consultant's Authorized Official: \_\_\_\_\_ Name

and Title of Consultant's Authorized Official: \_\_\_\_\_

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

**9. Procurement of Recovered Materials.**

a. In the performance of this contract, the contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery Act. The contractor shall make maximum use of products containing recovered materials that are EPA- designated items, as set forth in 40 C.F.R. Part 247, Subpart B, unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

b. The requirements of this section apply to the purchase or acquisition of any procurement item where the purchase price of the item exceeds \$10,000 or where the quantity of such item or of any functionally equivalent item purchased or acquired in the course of the previous fiscal year is \$10,000 or more.

**10. Section 3 Clause.**

a. The work to be performed under this agreement is a project assisted under a program providing direct federal financial assistance from the U.S. Department of Housing and Urban Development (HUD) and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities to low- and very low-income persons residing in the metropolitan area in which the project is located.

b. The parties to this agreement agree to comply with the requirements of 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this agreement, the parties certify that they are under no impediment what would prevent them from complying with these requirements.

c. The consultant agrees to send to each labor organization or representative of workers with which the consultant has a collective bargaining agreement or other understanding, if any, a notice advertising the contractor's commitments under this Section 3 clause. The contractor shall post copies of this notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each position, and the anticipated date the work shall begin.

d. The consultant agrees to include this Section 3 clause in every subcontract subject to compliance with the regulations set forth in 24 C.F.R. Part 135 and agrees to take appropriate action, as provided in the applicable provision of the subcontract, or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations set forth in 24 C.F.R. Part 135. The contractor shall not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

e. The consultant will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with

persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filed to circumvent the contractor's obligations under 24 C.F.R. part 135.

f. Noncompliance with the regulations set forth in 24 C.F.R. part 135 may result in sanctions, termination of this agreement for default, and debarment or suspension from future HUD-assisted contracts.

g. With respect to work performed in connection with Section 3-covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this agreement. Section 7(6) requires that to the greatest extent feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

#### **11. Compliance with Federal Law, Regulations, and Executive Orders.**

This is an acknowledgement that this contract is funded entirely or in part by Community Development Block Grant Disaster Recovery funds. The consultant will comply with all applicable federal law, regulations, executive orders, and Department of Housing and Urban Development policies, procedures, and directives, including, but not limited to:

- a. The Housing and Community Development Act of 1974, as amended;
- b. Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155), as amended;
- c. Section 18 of the Small Business Act (14A U.S.C. § 647), as amended;
- d. 44 C.F.R. § 206.191 (Duplication of Benefit), as amended;
- e. Federal Register, Vol. 76, No. 221, November 16, 2011 (76 FR 71060): Clarification of Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees;
- f. Public Law 114-223: Continuing Appropriations Act, 2017;
- g. Public Law 114-254: Further Continuing and Security Assistance Appropriations Act, 2017;
- h. HUD Federal Register Notice published at 83 FR 5844 dated February 9, 2018; and
- i. HUD Federal Register Notice published at 85 FR 4681 dated January 27, 2020.

#### **12. No Obligation by Federal Government.**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

#### **13. Fraud and False or Fraudulent or Related Acts.**

The consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

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:   
Drew Whitman, City Manager

ATTEST:

  
Lynne Fasone, City Clerk

DDC ENGINEERS, INC.  
a corporation

By: 

Carol Trinks  
WITNESS  
PRINT NAME: CAROL TRINKS

Francine V. Byers  
WITNESS  
PRINT NAME: FRANCINE V. BYERS

**EXHIBIT A**

**Scope of Services and Fee Schedule**

EXHIBIT A

January 08, 2021

Transmitted via Email and US Mail  
Kelly.Jenkins@pcbfl.gov



Ms. Kelly Jenkins, PE CFM  
City of Panama City Beach  
17007 Panama City Beach Parkway  
Panama City Beach, Florida 32413

**Re: Proposal for Professional Services  
Front Beach Road Stormwater Offshore Outfall  
Project Engineering Design Services - Panama Beach Florida**

Dear Ms. Jenkins:

DDC Engineers, Inc. (DDC) is pleased to present the City of Panama City Beach with this proposal to provide professional engineering services for the Front Beach Road Stormwater Offshore Outfall proposed project, which consists of a master stormwater basin study, potential design and permitting of fifteen (15) continuous stormwater outfalls to the Gulf of Mexico located on Front Beach Road in Panama City Beach, Florida and unincorporated Bay County.

**PROJECT UNDERSTANDING**

It is our understanding that Panama City Beach is in need of a master stormwater basin study, design and permitting of fifteen (15) stormwater outfalls to the Gulf of Mexico located on Front Beach Road in Panama City Beach, FL and unincorporated Bay County. The project will be broken out into two (2) tasks. Task 1 will include a basin study to combine two (2) or more existing outfalls into a single outfall, and design and permitting of the outfall approximately 1,500 feet into the Gulf of Mexico. This will include sizing the collection system for runoff to be conveyed to the proposed offshore outfall. This will also include utilizing natural occurring wetlands and ponds upstream where feasible. Task 2 will include a master basin study to determine other basin combinations to create single outfalls.

**SCOPE OF SERVICES**


**TASK 1 - CALYPSO AND LULLWATER OUTFALLS**

**A. EVALUATION REPORT**

DDC will compile available information regarding topography, existing stormwater infrastructure, future roadway plans, existing underground utilities and the City's drainage basin map in order to create a map of the two major basins for the outfall at the Calypso Condominium and the outfall at Lullwater Lake. DDC will also review each basin in the field to ensure the accuracy of the drainage basin to determine correct design storm flows.

The DDC Team will determine the runoff rate from each basin using the projected impervious area, soils types, seasonal high groundwater table and other factors necessary to accurately model runoff under various design storm events. DDC will coordinate with the Planning and Zoning Department to determine the potential future impervious area for each basin. This will be considered as part of the study in order to ensure that basins planned now will effectively transmit the runoff in the future.

DDC will determine the most likely location for the future ocean outfall pipe based on these studies.

 ----- Owner's Initials  
----- Authorized DDC Representative

Consulting Engineers  
Surveyors  
Land Planners  
Landscape Architects  
Environmentalists

1298 Professional Drive  
Myrtle Beach  
South Carolina 29577

P. 843.692.3200  
F. 843.692.3210

www.ddcinc.com

While completing the field review and modeling of these basins, DDC will develop a list of upstream BMP's to improve water quality and reduce gross pollutants at various locations within the drainage basin, prior to being discharged to the proposed outfall along with potential areas and routes to locate the proposed outfall.

DDC will then develop a Preliminary Estimate of Probable Cost for the outfall. This estimate may be utilized, along with supporting data and information, for development of budgets and for various applications for loans, grants, and other financial funding resources.

## B. ENVIRONMENTAL STUDIES

**Element 1 - Wetlands Determination** - DDC will coordinate the activities of the Environmental Consulting and Technology (ECT) who will evaluate the drainage basin areas for the presence of wetlands that could be subject to government agency regulations. A U.S. Geological Survey topographic map, a Soil Conservation Service soils map (SCS), a National Wetlands Inventory map (NWI), and an aerial infrared photograph(s) shall be used to locate the general areas of wetlands located on the site. After the site has been evaluated utilizing various resources, approximate wetland and upland acreages shall be determined. Perform limited ground truthing of on-site wetlands to field verify their jurisdictional status and to check the accuracy of the map estimations. The approximate upland and wetland acreages shall be included in a report along with maps and/or photographs with the approximate wetland/upland locations indicated within the site boundaries. These will be submitted to the U.S. Army Corps of Engineers for review and approval.

**Element 2 - Endangered Species and Archeology Review** - Simultaneously, ECT and SEARCH will initiate their work. ECT will conduct a thorough review of the project site, using transect lines positioned at predetermined locations. The presence of all state and federal listed species known to occur in this area and habitat(s) will be determined. The results of this survey shall be presented in a report for utilization by the City and shall be submitted to the U.S. Fish and Wildlife Service for review and approval.

ECT will contact the Florida Office of Historic Preservation. Request notification and location of any and all structures or areas of historic significance within the project area. This information shall be presented as part of an overall assessment report for the site. This information shall be utilized for coordination with FEMA in the event of a major hurricane. FEMA regulations prohibit demolition of historic structures. Unless these structures are defined, FEMA will consider any structures more than 45 years old to be "historic".

**Element 3 - Coastal Zone Review** - All critical areas, as defined by Florida Department of Environmental Protection, delineated by ECT and as they relate to the area, shall be mapped, with base lines and setbacks clearly denoted. This data is an important element for any federal Grant funded work beyond the base line. All ocean outfalls will extend far beyond the baseline.

**Element 4 - Written Report** - Based on the results of the completed elements, DDC will prepare a written report, complete with the necessary graphic representatives which will serve as the basis of the "Environmental Review Record" for the outfall project.



---- Owner's Initials

----- Authorized DDC Representative



C. DESIGN

**Topographic Surveys** - Southeastern Surveying and Mapping will complete a Topographic Survey of the existing outfall locations from Front Beach Road to the low tide mark. They will also conduct a Bathymetric Survey of the ocean floor a minimum of 300 feet wide and a length of 2,500 linear feet from low tide out into the Gulf of Mexico at the proposed outfall location. This will serve as the base mapping for design of the outfall pipeline.

**Geotechnical Studies** - S&ME, Inc. will provide soil borings a minimum 50 feet below existing grade at the proposed outfall location. A minimum of three (3) soil borings or more if needed on the beach. One (1) of which will be at low tide line. S&ME will also provide soil borings beginning at the surf zone then one every 500 linear feet into the Gulf of Mexico. This will provide a soils profile for the construction zone.

**Dispersion Study** - As previously discussed, Coastal Solutions, Dr. Dhanak, will develop a Dispersion Study which includes both a numerical model study and a scaled tank test study to determine the rate of mixing freshwater and seawater. This study will be used to determine the overall length of the proposed ocean outfalls and the minimum distance required between the proposed ocean outfall locations. The study will be based on available historic tide, wind, and bacteria levels at the site.

**Dynamic Wave Analysis** - Once installed, it is critical that the pipe(s) stay where they are intended. Because of complex forces on the outfall, the DDC Team will use the soil boring results to design the required pipeline depth and bedding to do these forces. After receipt of the topographic and geotechnical data, the design wave will be determined and the hydrodynamic forces from that wave on the proposed outfall culverts and the size of discharge nozzles will be extrapolated as follows:

- Determine the design wave for the required design life of the system through hindcasting.
- Determine the applicable wave breaking conditions (surf zone dynamic pressures).
- Determine the hydrodynamic forces over the route of the Buried Section of the pipeline for the assumed design wave.
- Determine the dynamic forces on the discharge nozzles.
- Determine the pore pressure associated with the design wave (uplift).

**Stability Analysis** - Using data obtained from the dynamic analysis and geotechnical information DDC will analyze the project for stability, liquefaction, and design of the proposed protection (bedding and armor stone) from hydrodynamic forces created by the design wave.

- Vertical and lateral stability analyses of the buried pipeline in the transition zone including the uplift forces due to pore pressure and possible pipe breakout.
- Vertical and lateral stability analyses of the discharge and design of supports.
- Wave-induced liquefaction analysis of soil below the discharge supports.
- Wave-induced liquefaction analysis of soil around the buried pipe in the transition zone.
- Analysis of scour.
- Design of ballast and scour protective systems for the transition zone and the buried region of the pipeline.
- Design of ballast and scour protective system for the discharge.

----- Owner's Initials



Authorized DDC Representative

**Preliminary Construction Plans** - With the data from the previously described studies in hand, DDC will develop preliminary construction plans and specifications for the proposed ocean outfall, in accordance with recommendations derived from the Dynamic and Stability Analysis, stormwater and geotechnical data. The plans shall include existing and proposed site plans, profiles, and the necessary details to construct the proposed ocean outfall. Design will include ties to the existing drainage structure such that the beach outfall currently being utilized will be eliminated. Design and analysis will be completed for 2, 10, 25, 50, and 100-year critical storm events along with other extreme events as to one hour, six hour events and the 90% percentile events for pipe velocity will also be reviewed. Potential coastal sea level rise shall be taken into consideration.

**Utility Coordination** - As part of the design, we recognize that coordination and design for utility (water, sanitary sewer, gas, etc.) relocation will be required. DDC will work with the various utilities to ensure these issues are mitigated.

**Project Meetings** - DDC, as a minimum will coordinate with Panama City Beach representatives at the 30%, 60% and 90% design milestones (three meetings) to gain guidance and input.

**Engineer's Opinion of Construction Cost** - Upon completion of 90% design, DDC will develop an Opinion of Probable Construction Cost for the project and provide the detailed analysis to City officials for their utilization.

**Final Construction Plans** - DDC will prepare final construction plans following the City's review of the preliminary design.

**Regulatory Permitting** - DDC will prepare the appropriate documents for construction permitting and submit to the governing regulatory agencies, which include Florida DEP and the US Army Corps of Engineers. This will include an environmental assessment and the following permits and agencies:

- USACE Permit
- FDEP/Water Management District Permit
- Land Disturbance Permit
- Critical Area Permit
- U.S. Coast Guard Approval
- FDEP Coastal and Beaches Permit
- U.S. Fish and Wildlife Coordination
- Two (2) Meetings each with the agencies mentioned above.

## **TASK 2 - EVALUATION AND REPORT**

Utilizing available data such as topography, soils mapping, stormwater, record drawings, aerial photography and tax maps, coupled with maps from the Planning Department, DDC will study and define the various stormwater drainage basins which currently contribute to fifteen (15) outfalls.

Through this analysis, coupled with information derived from the Phase 1 studies (geotechnical report and plume study) we will determine the best methodology necessary to size the proposed pipeline to discharge stormwater off-shore.

\_\_\_\_ Owner's Initials



\_\_\_\_ Authorized DDC Representative

As in Task 1, DDC will utilize Planning and Zoning information to predict the maximum impervious area ratio for each basin. In addition, we will closely study opportunities to potentially combine basins thereby reducing the number of deep-water outfalls required.

DDC will provide a "Master Plan Report" with graphics, explanations and recommendations for improvements for each basin.

#### FEE

DDC will complete the tasks outlined above for the lump sum fee of **Nine Hundred and Forty-Three Thousand Four Hundred 00/100 Dollars (\$943,400.00)**, invoiced monthly on a percentage of completion basis. A breakdown of the proposed fee, along with a rate schedule for authorized additional services, is provided.

#### TASK 1 - CALYPSO AND LULLWATER OUTFALLS - \$843,400.00

	<u>OUTFALL</u>	<u>CRA</u>	
Evaluation Report	\$ 25,000.00	\$25,000.00	\$ 50,000.00
Environmental Studies	\$ 45,000.00	\$20,000.00	\$ 65,000.00
Topographic Survey	\$ 20,000.00	\$ 5,000.00	\$ 25,000.00
Geotechnical Studies	\$115,000.00		
Dispersion Study	\$142,750.00		
Dynamic Wave Analysis	\$ 59,800.00		
Stability Analysis	\$ 90,850.00		
Preliminary Construction Plans	\$ 50,000.00	\$25,000.00	\$ 75,000.00
Utility Coordination		\$15,000.00	\$ 15,000.00
Project Meetings	\$ 15,000.00	\$15,000.00	\$ 30,000.00
Engineer's Opinion of Construction Cost	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00
Final Construction Plans	\$ 60,000.00	\$40,000.00	\$100,000.00
Regulatory Permitting	<u>\$ 35,000.00</u>	<u>\$30,000.00</u>	<u>\$ 65,000.00</u>
<b>Task 1 - Calypso and Lullwater Outfalls:</b>	<b>\$663,400.00</b>	<b>\$180,000.00</b>	<b>\$843,400.00</b>
<b>Task 2 - Evaluation and Report:</b>	<b>\$ 40,000.00</b>	<b>\$ 60,000.00</b>	<b>\$100,000.00</b>

**TOTAL PROJECT FEES: \$943,400.00**

If the services under this Proposal are delayed or continue for a period of more than one (1) year from the date of this Proposal, those fees which are based on hourly rates shall be increased based on DDC's hourly rates that are in effect at that time; any change in such fees shall apply only to the unfinished services as of the effective date of such change. Additionally, DDC shall have the right to increase contract fees if the project is delayed due to circumstances beyond DDC's control. Said increases shall be commensurate with the hourly rate increase.

#### ADDITIONAL SERVICES

Services, beyond those listed in the Scope of Services will be provided when requested by the Client, on an hourly basis in keeping with the attached Rate Schedule. For those Services which can be quantified, DDC will provide a formal proposal when requested.

#### FORM OF AGREEMENT

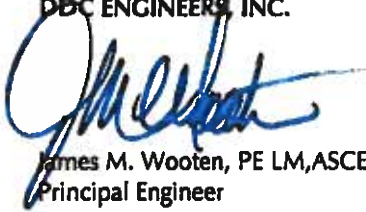
We trust that our proposal will meet with your approval. If so, please sign below and return a copy to our office. This will serve as our Notice to Proceed, unless otherwise noted. Please submit your Form of Agreement for review and approval.

Ms. Kelly Jenkins, PE CFM  
January 08, 2020

Page 6

Again, thank you for the opportunity to be of service. If you have any questions or need additional information, please let me know.

Respectfully submitted,  
DBC ENGINEERS, INC.



James M. Wooten, PE LM, ASCE  
Principal Engineer

JMW:cjt

Attachment – Rate Schedule

Cc: Proposal File

ACCEPTED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Ms. Kelly Jenkins, PE CFM - City of Panama City Beach


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**DDC ENGINEERS, INCORPORATED  
RATE SCHEDULE I  
2021**

HOURLY RATES FOR PERSONNEL			
Principal Engineer	\$300.00	Professional Land Surveyor	\$150.00
Director	\$225.00	Survey Crew	\$150.00
Senior Project Manager	\$175.00	Survey Manager	\$150.00
Project Engineer	\$150.00	One Man Survey Crew	\$135.00
Engineering Designer	\$125.00	Research/Expeditior	\$75.00
Engineer in Training (EIT)	\$110.00	Construction Coordinator	\$125.00
Stormwater Specialist	\$125.00	Construction Administration	\$125.00
Senior Planner	\$175.00	Construction Observer	\$100.00
Urban Planner	\$150.00	SCDHEC - CPESC Inspector	\$85.00
Sr. Landscape Architect	\$175.00	Field Engineer	\$100.00
Landscape Architect	\$150.00	Regulatory / Governmental Liaison	\$300.00
Landscape Designer	\$125.00		
Residential Landscape Designer	\$100.00	Expert Witness	\$500.00
GIS Analyst / Technician	\$150.00	Certified Arborist	\$200.00
Senior Environmentalist	\$150.00		
Graphic Designer	\$100.00		
Administrative	\$55.00		
REIMBURSABLE EXPENSES			

Blackline Prints	\$3.00/per sheet	Color Printing		
		Size	Color Bond	Photo Bond
Travel Expense	\$0.55/mile			
Photocopy - Color	\$0.30/sheet			
Photocopy - B/W	\$0.10/sheet	24 x 36	\$6.00 / sheet	\$11.00 / sheet
Outsourced Expenses	\$ Cost plus 15%	30 x 42	\$9.00 / sheet	\$15.00 / sheet
Courier - Local	\$30/trip	36 x 48	\$13.00 / sheet	\$18.00 / sheet
Courier - +20 miles	\$50/trip	54 x 60	\$25.00 / sheet	\$36.00 / sheet
		54 x 76	\$30.00 / sheet	\$40.00 / sheet
		54 x 96	\$39.00 / sheet	\$55.00 / sheet

**THE ABOVE HOURLY RATES MAY BE INCREASED AFTER ONE (1) YEAR FROM DATE OF CONTRACT, OR APPROVED PROPOSAL.**

----- Owner's Initials  
 Authorized DDC Representative

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

TASK ORDER NO. 1 & 2

DATE  
1/24/2021

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND DDC ENGINEERS, INC. RELATING TO FBR STORMWATER OFFSHORE OUTFALL PROJECT ENGINEERING DESIGN SERVICES dated January 14, 2021, (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 \$ XXX \_\_\_\_\_;

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 January 24, 2021, and shall be completed within \_\_\_\_\_ calendar days. The date of completion of all work is therefore \_\_\_\_\_, 201\_\_\_\_. 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:

Carp Trinks  
\_\_\_\_\_

DDC ENGINEERS, INC.

By: [Signature] Date: 5/12/21  
Its: \_\_\_\_\_

ATTEST:

[Signature]  
City Clerk

CITY OF PANAMA CITY BEACH, FLA.

By: [Signature] Date: 5/26/21  
City Manager

## ASSIGNMENT

This Assignment is made and entered into this 12<sup>th</sup> day of May, 2021, by and between Design Development Construction, Inc., formerly known as DDC Engineers, Inc., (“DDC”) a South Carolina corporation, ASSIGNOR, the City of Panama City Beach Florida (“City”), and Bolton & Menk Southeast, LLC, dba DDC Engineers, a Minnesota limited liability company, ASSIGNEE.

### WITNESSETH:

WHEREAS, on January 14, 2021, the City approved that certain Professional Services Agreement between the City and DDC Engineers, Inc. related to the City’s Front Beach Road Offshore Outfall Project; and

WHEREAS, Bolton & Menk Southeast, LLC has acquired certain assets and contract rights of DDC pursuant to that certain Asset Purchase Agreement by and between Assignor and its shareholders and Assignee and its parent, Bolton & Menk, Inc., so that Bolton & Menk Southeast, LLC now functions as DDC’s successor-in-interest; and

WHEREAS, DDC desires to assign completely its Agreement with the City to Bolton & Menk Southeast, LLC, who is willing to assume all of DDC’s duties and responsibilities under that Agreement; and

WHEREAS, the City consents to this assignment.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) in hand paid, and other valuable consideration, the parties agree as follows:

1. The parties agree that the Agreement has at all times been, and remains, in full force and effect, that no party is in default of the Agreement, and that there is no present breach of the Agreement and no present facts or circumstances known of any such breach.
2. DDC hereby assigns, transfers and sets over to Bolton & Menk Southeast, LLC, dba DDC Engineers, all of its rights and obligations under the Agreement.
3. Bolton & Menk Southeast, LLC, dba DDC Engineers, accepts this Assignment and agrees to be bound by the terms of the Agreement.
4. City consents to the assignment of the Agreement and hereby releases DDC from the Agreement.

IN WITNESS WHEREOF, the parties have set their hand and seals as of the day and year first above written.

Design Development Construction, Inc.,  
ASSIGNOR:

Carol Trinks  
Witness

[Signature]  
By James Wooten  
Its: Chairman

Francis V. Byers  
Witness

STATE OF South Carolina  
COUNTY OF Horry

The foregoing instrument was acknowledged before me on this 12<sup>th</sup> day of May, 2021 by Brent J. Schulz, as Notary Public, on behalf of the company,

- who is personally known to me.
- who produced \_\_\_\_\_ as identification.

[Signature]  
Signature of Notary Public

BRENT J. SCHULZ  
Print, Type or Stamp Name  
Commission Expiration Date: 11/4/2029  
Notary Public, State of South Carolina



IN WITNESS WHEREOF, the parties have set their hand and seals as of the day and year first above written.

Bolton & Menk Southeast, LLC

John A. [Signature]  
Witness

Kreg J. Schmidt  
Kreg Schmidt, Manager

[Signature]  
Witness

STATE OF MINNESOTA  
COUNTY OF Carver

The foregoing instrument was acknowledged before me on this 12<sup>th</sup> day of May, 2021 by Kreg Schmidt.

- who is personally known to me.
- who produced MN driver's license as identification.

Jessica L. Kalina  
Signature of Notary Public

Jessica L. Kalina  
Print, Type or Stamp Name  
Commission Expiration Date:  
Notary Public, State of ~~Florida~~ Minnesota



IN WITNESS WHEREOF, the parties have set their hand and seals as of the day and year first above written.

The City of Panama City Beach

Lynne Fasone  
Witness

Drew Whitman  
Drew Whitman, City Manager

Kimberly J. Skibba  
Witness

STATE OF FLORIDA  
COUNTY OF BAY

The foregoing instrument was acknowledged before me on this 26<sup>th</sup> day of May, 2021 by Drew Whitman, as City Manager, on behalf of the company,

- who is personally known to me.
- who produced \_\_\_\_\_ as identification.

Lynne Fasone  
Signature of Notary Public

02/22/2025  
Print, Type or Stamp Name  
Commission Expiration Date:  
Notary Public, State of Florida



Lynne Fasone  
Notary Public  
State of Florida  
Comm# HH096235  
Expires 2/22/2025

## EXHIBIT A

### SCOPE OF SERVICES

Work which consists of a master stormwater basin study, design and permitting of fifteen (15) stormwater outfalls to the Gulf of Mexico located on Front Beach Road in Panama City Beach, FL and unincorporated Bay County. The associated intermittent outfalls that are within the associated basins will be included as well. The project consists of 3 tasks to be assigned by the City as funding is available. Task 1 will include a basin study to combine two existing outfalls into a single outfall, and design and permitting of the outfall approximately 1500 feet into the Gulf of Mexico. This will include sizing the collection system for runoff to be conveyed to the proposed offshore outfall. This will also include utilizing natural occurring wetlands and ponds upstream where feasible. Task 2 will include a master basin study to determine other basin combinations to create single outfalls. Task 3 will include the design and permitting of sediment and nutrient reduction structures for 4 outfalls located in unincorporated Bay County.

### Task 1 – Calypso and Lullwater Outfalls

#### 2) Evaluation Report

Compile available information regarding topography, existing stormwater infrastructure and the City's drainage basin map. Create a map of the **two major basins for the outfall at the Calypso Condominium and the outfall at Lullwater Lake**, each of which drain to an existing swash or beach outfall(s). Review each basin in the field to ensure the accuracy of the map to determine correct design storm flows.

Runoff rate from each basin shall be determined using the projected impervious area, soils types, seasonal high groundwater table and other factors necessary to accurately model runoff under various design storm events. Coordinate with the Planning and Zoning department to determine the future impervious area for each basin. This will be considered as part of the study to ensure that basins planned now will effectively store runoff in the future.

The Consultant shall determine the most likely location for the future ocean outfall pipe.

Consultant shall develop a list of upstream BMP's to improve water quality and reduce gross pollutants at various locations within the drainage basin prior to being discharged to the outfall.

Develop a Preliminary Estimate of Probable Cost for the outfall. This estimate may be utilized, along with supporting data and information, for development of budgets and for various applications for loans, grants, and other financial funding resources.

Element 1 - Wetlands Determination - The drainage basin areas shall be evaluated for the presence of wetlands that could be subject to government agency regulations. A U.S. Geological Survey topographic map, a Soil Conservation Service soils map (SCS), a National Wetlands Inventory map (NWI), and an aerial infrared photograph(s) shall be used to locate the general areas of wetlands located on the site. After the site has been evaluated utilizing various resources,

approximate wetland and upland acreages shall be determined. Perform limited ground truthing of on-site wetlands to field verify their jurisdictional status and to check the accuracy of the map estimations. The approximate upland and wetland acreages shall be included in a report along with maps and/or photographs with the approximate wetland/upland locations indicated within the site boundaries. Submit to the US Army Corps of Engineers for review and approval.

Element 2 - Endangered Species Review - This survey shall include a thorough review of the project site using transect lines positioned at predetermined locations. The presence of all state and federal listed species known to occur in this area and habitat(s) will be determined. The results of this survey shall be presented in a report for utilization by the City and shall be submitted to the U.S. Fish and Wildlife Service for review and approval.

Element 3 - Historic Preservation Assessment – Consultant shall contact the Florida Office of Historic Preservation. Request notification and location of any and all structures or areas of historic significance within the project area. This information shall be presented as part of an overall assessment report for the site. This information shall be utilized for coordination with FEMA in the event of a major hurricane. FEMA regulations prohibit demolition of historic structures. Unless these structures are defined, FEMA will consider any structures more than 45 years old to be “historic”.

Element 4 - Coastal Zone Review - All critical areas, as defined by Florida Department of Environmental Protection and as they relate to the area, shall be mapped, with base lines and setbacks clearly denoted. This data is an important element for any federal Grant funded work beyond the base line. All ocean outfalls will extend far beyond the baseline.

Prepare a written report, complete with the necessary graphic representatives which will serve as the basis of the “Environmental Review Record” for the outfall project.

## **B. Design**

### **Topographic Survey**

Provide a Topographic Survey of the existing outfall locations from Front Beach Road to the low tide mark. Conduct a bathometric survey of the ocean floor a minimum of 300 feet wide and a length of 2,500 linear feet from low tide out into the Gulf of Mexico.

### **Geotechnical Coordination**

Provide soil borings a minimum 50 feet below existing grade at the proposed outfall location. A minimum of (2) two soil borings on the beach, (1) one of which will be at the low tide line. Provide (3) three soil borings starting at the surf zone then one every 500 linear feet into the Gulf of Mexico.

### **Dispersion Study**

Develop a Dispersion Study which includes both a numerical model study and a scaled tank test study to determine the rate of mixing freshwater and seawater. This study will be used to determine the overall length of the proposed ocean outfalls at each proposed outfall location. The study will

be based on available historic tide, wind, and bacteria levels at the site.

### **Dynamic Wave Analysis**

Due to the complex forces on the outfall, determine the effect of those forces to ensure that the depth, bedding, and other construction elements are properly designed. After receipt of the topographic and geotechnical data, determine the design wave and the hydrodynamic forces on the proposed outfall culverts and the discharge nozzles as follows:

- A) Determine the design wave for the required design life of the system through hindcasting.
- B) Determine the applicable wave breaking conditions.
- C) Determine the hydrodynamic forces over the route of the Buried Section of the pipeline for the assumed design wave.
- D) Determine the dynamic forces on the discharge nozzles.
- E) Determine the pore pressure associated with the design wave (uplift).

### **Stability Analysis**

Using data obtained from the dynamic analysis and geotechnical information, analyze the project for stability, liquefaction, and design of the proposed protection (bedding and armor stone) from hydrodynamic forces created by the design wave.

- A) Vertical and lateral stability analyses of the buried pipeline in the transition zone including the uplift forces due to pore pressure and possible pipe breakout.
- B) Vertical and lateral stability analyses of the discharge and design of supports.
- C) Wave-induced liquefaction analysis of soil below the discharge supports.
- D) Wave-induced liquefaction analysis of soil around the buried pipe in the transition zone.
- E) Analysis of scour.
- F) Design of ballast and scour protective systems for the transition zone and the buried region of the pipeline.
- G) Design of ballast and scour protective system for the discharge.

### **Preliminary Construction Plans**

Develop preliminary construction plans and specifications for the proposed ocean outfall in accordance with recommendations derived from the Dynamic and Stability Analysis, stormwater and geotechnical data. The plans shall include existing and proposed site plans, profiles, and the necessary details to construct the proposed ocean outfall. Design will include ties to the existing

drainage structure such that the beach outfall currently being utilized will be eliminated. Design and analysis shall be completed for the 10, 25, 50 and 100 year critical storm events. Coastal sea level rise shall be taken into consideration.

#### **Utility Coordination**

Coordination and design for utility (water, sanitary sewer, gas, etc.) relocation will be required.

#### **Project Meetings**

Coordinate with Panama City Beach representatives at the 30%, 60% and 90% design milestones (three meetings) to gain guidance and input.

#### **Engineer's Opinion of Construction Cost**

Develop an Opinion of Probable Construction Cost for the project.

#### **Final Construction Plans**

Prepare final construction plans following the City's review of the preliminary design and the information received from the geotechnical engineer.

**Regulatory Permitting** - Prepare the appropriate documents for construction permitting and submit to the governing regulatory agencies, which include Florida DEP and the US Army Corps of Engineers. This will include an environmental assessment and the following permits and agencies:

- USACE Permit
- FDEP/Water Management District Permit
- Land Disturbance Permit
- Critical Area Permit
- US Coast Guard Approval
- FDEP Coastal and Beaches Permit
- Fish and Wildlife
- Two (2) Meetings each with the agencies mentioned above

**This task is located along a segment of Front Beach Road that is currently under design for roadway, sidewalk, lighting, landscaping, drainage, and utility improvements. Coordination with upland drainage improvements located within the right of way of Front Beach Road is critical and time is of the essence. Current status of roadway design is at 60%. Anticipated construction start date is August 2021.**

**Task 2 Evaluation and Report – Master Basin Study to determine areas to combine 13 continuous outfalls located along the Gulf of Mexico in Panama City Beach and unincorporated Bay County.**

This task will provide overall basin delineation for the remaining 13 continuous outfalls while combining any intermittent outfalls in the basin along Front Beach Road.

Prepare a written report, complete with the necessary graphic representatives which will serve as the basis of the “Environmental Review Record” for each outfall project anticipated by the City. The report will be provided in hard copy (six volumes) and in digital format.

This task may result in future, more defined, task orders once the basins are delineated and outfalls are identified that could be combined as beneficial candidates to be constructed offshore.

**Task 3 Design – Sediment and Nutrient Reduction Structures**

This task is specific to the 4 beach outfalls located on Front Beach Road in unincorporated Bay County. The task will consist of the design and permitting of the sediment and nutrient reduction structures.

The design will include the following:

1. Topographic Survey
2. Geotechnical coordination
3. Preliminary construction plans and drainage report including the size of the pollutant reduction structure
4. Project meetings
5. Engineer’s Opinion of Probable Construction Cost
6. Final Construction Plans
7. Regulatory Permitting

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

TASK ORDER NO. 2021-01

DATE 1/14/2021

Reference is made to that certain PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND DDC ENGINEERING, INC. RELATING TO FBR STORMWATER OFFSHORE OUTFALL PROJECT ENGINEERING DESIGN SERVICES dated January 15, 2021, (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 engineering design of the Calypso and Lullwater Outfalls.

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 \$ 843,400.00 ;

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 January 15, 2021 and shall be completed within \_\_\_\_\_ calendar days. The date of completion of all work is therefore \_\_\_\_\_, 202\_\_\_\_. 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:

DDC ENGINEERING, INC.

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

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

ATTEST:

CITY OF PANAMA CITY BEACH, FLA.

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Manager



COMBINED TASK ORDER AND  
NOTICE TO PROCEED

TASK ORDER NO. 2021-02

DATE 1/14/2021

Reference is made to that certain PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND DDC ENGINEERING, INC. RELATING TO FBR STORMWATER OFFSHORE OUTFALL PROJECT ENGINEERING DESIGN SERVICES dated January 15, 2021, (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 a Master Plan Report and evaluation of drainage basins contributing to 15 outfalls.

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 \$ 100,000.00 ;

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 January 15, 2021 and shall be completed within \_\_\_\_\_ calendar days. The date of completion of all work is therefore \_\_\_\_\_, 202\_\_\_\_. 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:

DDC ENGINEERING, INC.

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

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

ATTEST:

CITY OF PANAMA CITY BEACH, FLA.

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Manager

# DDC



ENGINEERS



Consulting Engineers  
Surveyors  
Land Planners  
Landscape Architects  
Environmentalists

1298 Professional Drive  
Myrtle Beach  
South Carolina 29577  
P: 843.692.1200  
F: 843.692.3210

www.ddcinc.com

January 08, 2021

Transmitted via Email and US Mail  
Kelly.Jenkins@pcbfl.gov

Ms. Kelly Jenkins, PE CFM  
City of Panama City Beach  
17007 Panama City Beach Parkway  
Panama City Beach, Florida 32413

**Re: Proposal for Professional Services  
Front Beach Road Stormwater Offshore Outfall  
Project Engineering Design Services - Panama Beach Florida**

Dear Ms. Jenkins:

DDC Engineers, Inc. (DDC) is pleased to present the City of Panama City Beach with this proposal to provide professional engineering services for the Front Beach Road Stormwater Offshore Outfall proposed project, which consists of a master stormwater basin study, potential design and permitting of fifteen (15) continuous stormwater outfalls to the Gulf of Mexico located on Front Beach Road in Panama City Beach, Florida and unincorporated Bay County.

### PROJECT UNDERSTANDING

It is our understanding that Panama City Beach is in need of a master stormwater basin study, design and permitting of fifteen (15) stormwater outfalls to the Gulf of Mexico located on Front Beach Road in Panama City Beach, FL and unincorporated Bay County. The project will be broken out into two (2) tasks. Task 1 will include a basin study to combine two (2) or more existing outfalls into a single outfall, and design and permitting of the outfall approximately 1,500 feet into the Gulf of Mexico. This will include sizing the collection system for runoff to be conveyed to the proposed offshore outfall. This will also include utilizing natural occurring wetlands and ponds upstream where feasible. Task 2 will include a master basin study to determine other basin combinations to create single outfalls.

### SCOPE OF SERVICES

#### TASK 1 - CALYPSO AND LULLWATER OUTFALLS

##### A. EVALUATION REPORT

DDC will compile available information regarding topography, existing stormwater infrastructure, future roadway plans, existing underground utilities and the City's drainage basin map in order to create a map of the two major basins for the outfall at the Calypso Condominium and the outfall at Lullwater Lake. DDC will also review each basin in the field to ensure the accuracy of the drainage basin to determine correct design storm flows.

The DDC Team will determine the runoff rate from each basin using the projected impervious area, soils types, seasonal high groundwater table and other factors necessary to accurately model runoff under various design storm events. DDC will coordinate with the Planning and Zoning Department to determine the potential future impervious area for each basin. This will be considered as part of the study in order to ensure that basins planned now will effectively transmit the runoff in the future.

DDC will determine the most likely location for the future ocean outfall pipe based on these studies.

----- Owner's Initials

----- Authorized DDC Representative

While completing the field review and modeling of these basins, DDC will develop a list of upstream BMP's to improve water quality and reduce gross pollutants at various locations within the drainage basin, prior to being discharged to the proposed outfall along with potential areas and routes to locate the proposed outfall.

DDC will then develop a Preliminary Estimate of Probable Cost for the outfall. This estimate may be utilized, along with supporting data and information, for development of budgets and for various applications for loans, grants, and other financial funding resources.

**B. ENVIRONMENTAL STUDIES**

**Element 1 - Wetlands Determination** - DDC will coordinate the activities of the Environmental Consulting and Technology (ECT) who will evaluate the drainage basin areas for the presence of wetlands that could be subject to government agency regulations. A U.S. Geological Survey topographic map, a Soil Conservation Service soils map (SCS), a National Wetlands Inventory map (NWI), and an aerial infrared photograph(s) shall be used to locate the general areas of wetlands located on the site. After the site has been evaluated utilizing various resources, approximate wetland and upland acreages shall be determined. Perform limited ground truthing of on-site wetlands to field verify their jurisdictional status and to check the accuracy of the map estimations. The approximate upland and wetland acreages shall be included in a report along with maps and/or photographs with the approximate wetland/upland locations indicated within the site boundaries. These will be submitted to the U.S. Army Corps of Engineers for review and approval.

**Element 2 - Endangered Species and Archeology Review** - Simultaneously, ECT and SEARCH will initiate their work. ECT will conduct a thorough review of the project site, using transect lines positioned at predetermined locations. The presence of all state and federal listed species known to occur in this area and habitat(s) will be determined. The results of this survey shall be presented in a report for utilization by the City and shall be submitted to the U.S. Fish and Wildlife Service for review and approval.

ECT will contact the Florida Office of Historic Preservation. Request notification and location of any and all structures or areas of historic significance within the project area. This information shall be presented as part of an overall assessment report for the site. This information shall be utilized for coordination with FEMA in the event of a major hurricane. FEMA regulations prohibit demolition of historic structures. Unless these structures are defined, FEMA will consider any structures more than 45 years old to be "historic".

**Element 3 - Coastal Zone Review** - All critical areas, as defined by Florida Department of Environmental Protection, delineated by ECT and as they relate to the area, shall be mapped, with base lines and setbacks clearly denoted. This data is an important element for any federal Grant funded work beyond the base line. All ocean outfalls will extend far beyond the baseline.

**Element 4 - Written Report** - Based on the results of the completed elements, DDC will prepare a written report, complete with the necessary graphic representatives which will serve as the basis of the "Environmental Review Record" for the outfall project.



----- Owner's Initials

----- Authorized DDC Representative

C. DESIGN

**Topographic Surveys** - Southeastern Surveying and Mapping will complete a Topographic Survey of the existing outfall locations from Front Beach Road to the low tide mark. They will also conduct a Bathometric Survey of the ocean floor a minimum of 300 feet wide and a length of 2,500 linear feet from low tide out into the Gulf of Mexico at the proposed outfall location. This will serve as the base mapping for design of the outfall pipeline.

**Geotechnical Studies** - S&ME, Inc. will provide soil borings a minimum 50 feet below existing grade at the proposed outfall location. A minimum of three (3) soil borings or more if needed on the beach. One (1) of which will be at low tide line. S&ME will also provide soil borings beginning at the surf zone then one every 500 linear feet into the Gulf of Mexico. This will provide a soils profile for the construction zone.

**Dispersion Study** - As previously discussed, Coastal Solutions, Dr. Dhanak, will develop a Dispersion Study which includes both a numerical model study and a scaled tank test study to determine the rate of mixing freshwater and seawater. This study will be used to determine the overall length of the proposed ocean outfalls and the minimum distance required between the proposed ocean outfall locations. The study will be based on available historic tide, wind, and bacteria levels at the site.

**Dynamic Wave Analysis** - Once installed, it is critical that the pipe(s) stay where they are intended. Because of complex forces on the outfall, the DDC Team will use the soil boring results to design the required pipeline depth and bedding to do these forces. After receipt of the topographic and geotechnical data, the design wave will be determined and the hydrodynamic forces from that wave on the proposed outfall culverts and the size of discharge nozzles will be extrapolated as follows:

- Determine the design wave for the required design life of the system through hindcasting.
- Determine the applicable wave breaking conditions (surf zone dynamic pressures).
- Determine the hydrodynamic forces over the route of the Buried Section of the pipeline for the assumed design wave.
- Determine the dynamic forces on the discharge nozzles.
- Determine the pore pressure associated with the design wave (uplift).

**Stability Analysis** - Using data obtained from the dynamic analysis and geotechnical information DDC will analyze the project for stability, liquefaction, and design of the proposed protection (bedding and armor stone) from hydrodynamic forces created by the design wave.

- Vertical and lateral stability analyses of the buried pipeline in the transition zone including the uplift forces due to pore pressure and possible pipe breakout.
- Vertical and lateral stability analyses of the discharge and design of supports.
- Wave-induced liquefaction analysis of soil below the discharge supports.
- Wave-induced liquefaction analysis of soil around the buried pipe in the transition zone.
- Analysis of scour.
- Design of ballast and scour protective systems for the transition zone and the buried region of the pipeline.
- Design of ballast and scour protective system for the discharge.

----- Owner's Initials



----- Authorized DDC Representative

**Preliminary Construction Plans** - With the data from the previously described studies in hand, DDC will develop preliminary construction plans and specifications for the proposed ocean outfall, in accordance with recommendations derived from the Dynamic and Stability Analysis, stormwater and geotechnical data. The plans shall include existing and proposed site plans, profiles, and the necessary details to construct the proposed ocean outfall. Design will include ties to the existing drainage structure such that the beach outfall currently being utilized will be eliminated. Design and analysis will be completed for 2, 10, 25, 50, and 100-year critical storm events along with other extreme events as to one hour, six hour events and the 90% percentile events for pipe velocity will also be reviewed. Potential coastal sea level rise shall be taken into consideration.

**Utility Coordination** - As part of the design, we recognize that coordination and design for utility (water, sanitary sewer, gas, etc.) relocation will be required. DDC will work with the various utilities to ensure these issues are mitigated.

**Project Meetings** - DDC, as a minimum will coordinate with Panama City Beach representatives at the 30%, 60% and 90% design milestones (three meetings) to gain guidance and input.

**Engineer's Opinion of Construction Cost** - Upon completion of 90% design, DDC will develop an Opinion of Probable Construction Cost for the project and provide the detailed analysis to City officials for their utilization.

**Final Construction Plans** - DDC will prepare final construction plans following the City's review of the preliminary design.

**Regulatory Permitting** - DDC will prepare the appropriate documents for construction permitting and submit to the governing regulatory agencies, which include Florida DEP and the US Army Corps of Engineers. This will include an environmental assessment and the following permits and agencies:

- USACE Permit
- FDEP/Water Management District Permit
- Land Disturbance Permit
- Critical Area Permit
- U.S. Coast Guard Approval
- FDEP Coastal and Beaches Permit
- U.S. Fish and Wildlife Coordination
- Two (2) Meetings each with the agencies mentioned above.

## TASK 2 - EVALUATION AND REPORT

Utilizing available data such as topography, soils mapping, stormwater, record drawings, aerial photography and tax maps, coupled with maps from the Planning Department, DDC will study and define the various stormwater drainage basins which currently contribute to fifteen (15) outfalls.

Through this analysis, coupled with information derived from the Phase 1 studies (geotechnical report and plume study) we will determine the best methodology necessary to size the proposed pipeline to discharge stormwater off-shore.



----- Owner's Initials

----- Authorized DDC Representative

As in Task 1, DDC will utilize Planning and Zoning information to predict the maximum impervious area ratio for each basin. In addition, we will closely study opportunities to potentially combine basins thereby reducing the number of deep water outfalls required.

DDC will provide a "Master Plan Report" with graphics, explanations and recommendations for improvements for each basin.

**FEE**

DDC will complete the tasks outlined above for the lump sum fee of **Nine Hundred and Forty-Three Thousand Four Hundred 00/100 Dollars (\$943,400.00)**, invoiced monthly on a percentage of completion basis. A breakdown of the proposed fee, along with a rate schedule for authorized additional services, is provided.

**TASK 1 - CALYPSO AND LULLWATER OUTFALLS - \$843,400.00**

Evaluation Report	\$ 50,000.00
Environmental Studies	\$ 65,000.00
Topographic Survey	\$ 25,000.00
Geotechnical Studies	\$115,000.00
Dispersion Study	\$142,750.00
Dynamic Wave Analysis	\$ 59,800.00
Stability Analysis	\$ 90,850.00
Preliminary Construction Plans	\$ 75,000.00
Utility Coordination	\$ 15,000.00
Project Meetings	\$ 30,000.00
Engineer's Opinion of Construction Cost	\$ 10,000.00
Final Construction Plans	\$100,000.00
Regulatory Permitting	<u>\$ 65,000.00</u>
<b>Task 1 - Calypso and Lullwater Outfalls:</b>	<b>\$843,400.00</b>

**Task 2 - Evaluation and Report:** **\$100,000.00**

**TOTAL PROJECT FEES: \$943,400.00**

If the services under this Proposal are delayed or continue for a period of more than one (1) year from the date of this Proposal, those fees which are based on hourly rates shall be increased based on DDC's hourly rates that are in effect at that time; any change in such fees shall apply only to the unfinished services as of the effective date of such change. Additionally, DDC shall have the right to increase contract fees if the project is delayed due to circumstances beyond DDC's control. Said increases shall be commensurate with the hourly rate increase.

**ADDITIONAL SERVICES**

Services, beyond those listed in the Scope of Services will be provided when requested by the Client, on an hourly basis in keeping with the attached Rate Schedule. For those Services which can be quantified, DDC will provide a formal proposal when requested.

**FORM OF AGREEMENT**

We trust that our proposal will meet with your approval. If so, please sign below and return a copy to our office. This will serve as our Notice to Proceed, unless otherwise noted. Please submit your Form of Agreement for review and approval.



----- Owner's Initials

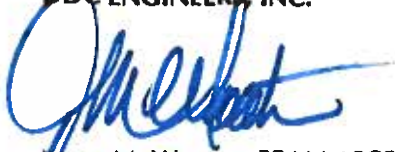
----- Authorized DDC Representative

Ms. Kelly Jenkins, PE CFM  
January 08, 2020

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Again, thank you for the opportunity to be of service. If you have any questions or need additional information, please let me know.

Respectfully submitted,  
DDC ENGINEERS, INC.



James M. Wooten, PE LM, ASCE  
Principal Engineer

JMW:cjt

Attachment – Rate Schedule

Cc: Proposal File

ACCEPTED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Ms. Kelly Jenkins, PE CFM - City of Panama City Beach

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**DDC ENGINEERS, INCORPORATED  
RATE SCHEDULE I  
2021**

HOURLY RATES FOR PERSONNEL			
Principal Engineer	\$300.00	Professional Land Surveyor	\$150.00
Director	\$225.00	Survey Crew	\$150.00
Senior Project Manager	\$175.00	Survey Manager	\$150.00
Project Engineer	\$150.00	One Man Survey Crew	\$135.00
Engineering Designer	\$125.00	Research/Expeditor	\$75.00
Engineer in Training (EIT)	\$110.00	Construction Coordinator	\$125.00
Stormwater Specialist	\$125.00	Construction Administration	\$125.00
Senior Planner	\$175.00	Construction Observer	\$100.00
Urban Planner	\$150.00	SCDHEC – CPESC Inspector	\$85.00
Sr. Landscape Architect	\$175.00	Field Engineer	\$100.00
Landscape Architect	\$150.00	Regulatory / Governmental Liaison	\$300.00
Landscape Designer	\$125.00		
Residential Landscape Designer	\$100.00	Expert Witness	\$500.00
GIS Analyst / Technician	\$150.00	Certified Arborist	\$200.00
Senior Environmentalist	\$150.00		
Graphic Designer	\$100.00		
Administrative	\$55.00		

**REIMBURSABLE EXPENSES**

Description	Rate	Color Printing		
		Size	Color Bond	Photo Bond
Blackline Prints	\$3.00/per sheet			
Travel Expense	\$0.55/mile			
Photocopy – Color	\$0.30/sheet			
Photocopy – B/W	\$0.10/sheet	24 x 36	\$6.00 / sheet	\$11.00 / sheet
Outsourced Expenses	\$ Cost plus 15%	30 x 42	\$9.00 / sheet	\$15.00 / sheet
Courier – Local	\$30/trip	36 x 48	\$13.00 / sheet	\$18.00 / sheet
Courier - +20 miles	\$50/trip	54 x 60	\$25.00 / sheet	\$36.00 / sheet
		54 x 76	\$30.00 / sheet	\$40.00 / sheet
		54 x 96	\$39.00 / sheet	\$55.00 / sheet

**THE ABOVE HOURLY RATES MAY BE INCREASED AFTER ONE (1) YEAR FROM DATE OF CONTRACT, OR APPROVED PROPOSAL.**

----- Owner's Initials  
 Authorized DDC Representative



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

No.          BA # 20

FUND	STORMWATER CRA	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
SW	180-3800-538.65-90	Construction-in-Progress Other	150,000.00	(150,000.00)	0.00
	180-3800-538.65-27	Construction-in-Progress Glades Drainage Church	431,000.00	(325,000.00)	106,000.00
	180-3800-538.65-81	Construction-in-Progress Stormwater Outfalls	0.00	425,000.00	425,000.00
	180-3800-538.31-30	Professional Services Engineering	90,000.00	50,000.00	140,000.00
CRA	160-5901-559.31-30	Professional Services Engineering	0.00	50,000.00	50,000.00
	160-5901-559.65.74	Construction-in-Progress Segment 3	8,890,700.00	85,000.00	8,975,700.00
	160-5901-559.65-89	Construction-in-Progress Segment 4.1	4,054,690.00	340,000.00	4,394,690.00
	160-5901-559.95-00	Reserves Restricted	43,865,244.00	(475,000.00)	43,390,244.00
		Check Adjustment Totals:	57,481,634.00	0.00	57,481,634.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To repurpose stormwater funds and appropriate funds from CRA reserves for the FBR Stormwater Offshore Outfall project tasks 1 and 2

ROUTING FOR APPROVAL

DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_ CITY MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

FINANCE DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_