

RESOLUTION 16-46

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE MASTER SERVICES AGREEMENT WITH PREBLE-RISH, INC. RELATED TO THE CITY'S ENGINEERING SERVICES FOR MINOR TRANSPORTATION PROJECTS; APPROVING THE TASK ORDER #2016-01 TO THE MASTER SERVICES AGREEMENT RELATED TO THE DESIGN AND PERMITTING OF A ROADWAY FROM NAUTILUS ROAD TO FAIRWAY BOULEVARD IN AN AMOUNT OF \$80,950; AUTHORIZING A BUDGET AMENDMENT TO PROVIDE FOR EXPENDITURE OF FUNDS FOR THIS PURPOSE; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED that the appropriate Officers of the City are authorized to execute and deliver on behalf of the City that Master Services Agreement between the City and Preble-Rish, Inc., relating to engineering services for Minor Transportation projects, in substantially the form attached and presented to the Council today, dated January 19, 2016, with such changes, insertions or omissions as may be approved by the City Manager and whose execution of such Agreement shall be conclusive evidence of such approval.

BE IT RESOLVED that the appropriate Officers of the City are authorized to execute and deliver on behalf of the City that certain Task Order No. 2016-01 to the Master Services Agreement between the City and Preble-Rish, Inc., relating to the design and permitting of a roadway from Nautilus Road to Fairway Boulevard, in a total amount of Eighty Thousand Nine Hundred Fifty Dollars (\$80,950), in substantially the form attached and presented to the Council today, draft dated January 21, 2016, with such changes, insertions or omissions as may be approved by the City Manager whose execution of such Agreement shall be conclusive evidence of such approval.

BE IT RESOLVED by the City of Panama City Beach, Florida that the following budget amendment (#13) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2015, and ending September 30, 2016, as shown in and in accordance with the attached and incorporated Exhibit C, to appropriate General Fund reserves for engineering services related to the Colony Club road.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 28th day of January, 2016.

CITY OF PANAMACITY BEACH

By 
GAYLE F. OBERST, MAYOR

ATTEST:


DIANE FOWLER, CITY CLERK

Memorandum

To: Mario Gisbert

CC: Holly White, Paul Casto

From: Kelly Jenkins

Date: January 21, 2016

Subject: Professional Roadway Engineering Services Master Services Agreement and Task Order – Colony Club Nautilus Connection Road

Based on the Resolution that was approved at the last City Council meeting, staff has negotiated a Master Services Agreement with Preble Rish Inc. (PRI) as a consultant for Professional Roadway Engineering Services (see Exhibit A). Staff requested and has received a proposed Task Order 2016-01 (see Exhibit B w/attachments) from PRI to perform their first assignment under this agreement.

In November 2015, City Council approved the purchase of property at 229 Fairway Boulevard to provide enough land to be able to shift the existing lift station south and build a secondary access for residents within a 60' right of way. This will allow the new access point to be aligned with Fairway Circle. From Fairway Circle, the 60' right of way will run west and tie into the extension of Nautilus Street. From Nautilus Street, vehicles will be directed south along the proposed extension of roadway to a signalized intersection access at Back Beach Road. (see Exhibit B drawing)

Task Order 2016-01 provides the tasks necessary to permit and design this secondary access for Colony Club. This includes the survey, design, permit and construction administration of this new connector road.

Staff recommends approval of this proposal for a total project cost in the amount of \$80,950.00. This project was not budgeted this year and therefore a budget amendment is attached.

**MASTER SERVICES AGREEMENT
BETWEEN
CITY OF PANAMA CITY BEACH AND PREBLE-RISH, INC.
RELATING TO
PROFESSIONAL ENGINEERING SERVICES
(Minor Roadway, Sidewalks and Multi-Use Trails)**

THIS AGREEMENT is made and entered into this 19th day of JANUARY, 2016, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and Preble-Rish, Inc. (Engineer).

PREMISES

WHEREAS, the City desires to have Engineer assist the City with various professional engineering services, including civil, environmental, ecological, geotechnical, surveying, and other miscellaneous engineering services, with respect to the construction or improvement of roadways, sidewalks and multi-use trails throughout the City.

Work will consist of professional engineering planning, design, surveying and permitting services on a wide variety of minor transportation projects. This will usually be for limited scope residential and light commercial infrastructure projects; including new construction, renewal and replacement of existing similar sized roadways, sidewalks and trails. The projects shall meet the following criteria:

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

(collectively the "Professional Services"); and

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

WHEREAS, the City desires to have two general engineers under independent, continuing master services agreements in order to have two firms to which to alternatively assign the recurring tasks; and

WHEREAS, the City desires to employ the Engineer for those purposes upon the terms and

conditions in this Agreement, and the Engineer is desirous of obtaining such employment and has represented that it is qualified and competent to perform such services upon said terms and conditions;

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

1. SCOPE OF PROFESSIONAL SERVICES:

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

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

C. In the event the City elects to enter, and for so long as the City keeps open this Agreement and another master services agreement in materially the form of this Agreement with a different engineering firm for the same Professional Services, the City shall assign specific tasks to Engineer and the other firm on a 1:1 alternating basis, but subject to equitable adjustments of assignments based upon the total City-generated workload in a rolling, 12 month average. The intent of the adjustments will be to keep the financial benefit of the work distributed between the firms as equal as may be practicable while still meeting the City's needs. Adjustments shall be made in the sole, unfettered discretion of the City, and Engineer agrees that if it objects to the rotation of tasks or any adjustment made by the City, its sole remedy shall be to terminate this Agreement subject to the provisions of Paragraph 2 (C).

D. Engineer acknowledges that the City may, in its sole and unfettered discretion enter agreements with one or more engineering firms (other than the firm referred to in preceding subsection 1(C)) to assist the City with engineering, preliminary and final design and permitting services related to various transportation projects throughout the City, including new construction of vehicular roadways, sidewalks and multi-use pedestrian facilities and resurfacing or minor improvement of existing right of ways, sidewalks and trails, together with any related matters, and that these tasks are beyond the scope of this Agreement.

2. COMPENSATION AND PAYMENT:

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

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

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

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

- 1) Obtain a written proposal from the firm designated to render the required

services, and submit such proposal to the City for written approval.

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

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

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

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

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

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

- 1) Where a stipulated sum is specified, the City shall pay Engineer in monthly installments based upon the percentage of satisfactory completion. In support of payment, Engineer shall monthly submit a request for payment describing the work done, percentage of completion and amount requested to be paid, all by reference to line items in the scope of services where available.
- 2) Where fees are computed on a time-involved basis, the City shall pay Engineer monthly in arrears upon receipt of an itemized statement in form and detail reasonably acceptable to City.

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

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

are necessary for daily operations; then such forms of information shall be promptly duplicated by the Engineer and the originals returned to the City.

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

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

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

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

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

7. TERMINATION:

A. The City may terminate this Agreement for cause upon written notice to Engineer if Engineer fails to diligently, competently and timely perform any of the work, fails to cooperate with others associated with the work, or otherwise fails to perform or observe any material covenant, representation or warranty contained in this Agreement. Engineer may terminate this Agreement for cause upon written notice to City if City fails to perform or observe any material covenant, representation or warranty contained in this Agreement. In the event of such termination, the parties shall be entitled to the rights and remedies provided by law. If the City wrongfully terminates this Agreement, the City shall be responsible to Engineer solely for the reasonable value of the work performed by the Engineer prior to the City's wrongful action, including reasonable overhead and profit on the work performed, less prior payments made. Under no circumstances shall Engineer be entitled to overhead and profit on work not performed.

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

C. Subject to the provisions of Paragraph 2 (C), Engineer may terminate this Agreement at any time without cause upon written notice to City.

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

9. INDEMNIFICATION: The Engineer hereby does hold the City harmless of any and all claims, actions, or suits to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Engineer or any person employed or utilized by the Engineer in the performance of professional services hereunder, to the fullest extent permitted by Section 725.08(1), *Florida Statutes* (2003). The specific consideration given for the promises of the Engineer set forth in this paragraph is one dollar (\$1) in hand paid by the City to the Engineer, receipt whereof is hereby acknowledged and the adequacy of which the Engineer accepts as completely fulfilling the obligations of the City. The provisions of this Section shall survive termination of this Agreement.

10. INSURANCE:

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

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

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

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

- a) Independent Contractor's Liability;
- b) Contractual Liability;

c) **Personal Injury Liability.**

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

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

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

B. **Certificates of Insurance:** The Engineer shall furnish to the City copies of all policies and endorsements and certificates of insurance allowing thirty (30) days written notice of any change in limits or scope of coverage, cancellation, or non-renewal. Such certificates shall contain the following wording: **SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN.** If the insurance policies expire during the term of this Agreement, a renewal certificate shall be filed with the City thirty (30) days prior to the renewal date.

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

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

the Engineer of its intended use, provides insurance protection for the Engineer for all claims which might arise out of the City's use of the documents, and obtains written consent of the use by the Engineer.

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

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

13. WORK COMMENCEMENT/PROGRESS/DELAYS:

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

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

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

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

14. STANDARDS OF CONDUCT:

A. The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

terminate the settlement discussions by written notice to the other and initiate litigation. Any litigation commenced in violation of this section shall be stayed pending mediation as agreed. This This section shall survive termination of this Agreement.

24. PUBLIC RECORDS: The City is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, to the extent that it is determined that Engineer is acting on behalf of City as provided under Section 119.011(2) (2013) and implemented through the judicially established "totality of factors" analysis, Engineer agrees to also comply with that law, specifically including to:

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

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

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

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

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

By: _____

Mario Gisbert, City Manager

ATTEST:

PCB / Preble-Rish, Inc.
Minor Roadway Engineering MSA
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Exhibit A

EXHIBIT A

Hourly Rate Schedule



PREBLE-RISH INC
CONSULTING ENGINEERS & SURVEYORS

CURRENT HOURLY BILLING RATES
JANUARY 2016

POSITION	BILLING RATES
President/Senior Project Manager	\$175.00
Firm Principal/Sr. Vice President /Senior Project Manager	\$175.00
Regional Manager	\$145.00
Senior Project Manager	\$135.00
Project Manager IV	\$125.00
Project Manager III	\$120.00
Project Manager II	\$115.00
Project Manager I	\$110.00
Project Engineer III	\$105.00
Project Engineer II	\$85.00
Project Engineer I	\$75.00
Senior Engineering Technician	\$95.00
Senior Engineering Cadd Technician	\$80.00
Engineer Technician I	\$75.00
Environmental Manager	\$75.00
Senior Inspector	\$55.00
Inspector	\$50.00
Senior Cadd Technician	\$75.00
Cadd Technician	\$70.00
Senior Professional Surveyor	\$130.00
Professional Surveyor	\$115.00
Survey Crew	\$110.00
Field Crew Supervisor	\$75.00
Project Coordinator/ Business Development Manager	\$75.00
Business Development Manager	\$70.00
Executive Admin. Assistant	\$70.00
Administrative	\$45.00

EXHIBIT B
COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. _____

DATE

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND _____ RELATING TO MINOR ROADWAY PROFESSIONAL ENGINEERING SERVICES dated _____, 201____, (the Agreement), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

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

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

- ____ a stipulated sum of \$ _____; or
____ a stipulated sum of \$ _____ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,
 Allowance of \$ _____ for _____, and
 Allowance of \$ _____ for _____; or
____ a fee determined on a time-involved basis with a maximum cost of \$ _____;

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

Work shall begin on _____, 20____, and shall be completed within _____ calendar days. The date of completion of all work is therefore _____, 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:

[name of firm].

By: _____ Date: _____
Its:

ATTEST:

CITY OF PANAMA CITY BEACH, FLA.

City Clerk

By: _____ Date: _____
City Manager

Exhibit A



PREBLE-RISH INC
CONSULTING ENGINEERS & SURVEYORS

January 18, 2016

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

**RE: Colony Club Nautilus Connection Road
Preble-Rish Project No. 211.215**

Dear Ms. Jenkins:

Preble-Rish, Inc. (PRI) is pleased to provide this proposal for professional services. It is our understanding that the referenced project includes the surveying, design, permitting, and construction administration of a new connector road from Nautilus Street to Fairway Boulevard within Colony Club.

PRI proposes to provide services described in the attached Task Order for a lump sum fee of \$ 80,950.00. A detailed Task Order labeled as Exhibit A is attached and details our scope of services. Attached is a project location map and is labeled as Exhibit B.

If this proposal is acceptable to the City Council, please have Mr. Mario Gisbert sign the attached Task Order and return to our Panama City office.

If you have any questions, please give me a call at 850.522.0644. We look forward to working with you on this important project and thank you for the opportunity to be of service to the City.

Sincerely,
PREBLE-RISH, INC.

Clifford D. Wilson III, P.E.
President

JS/sp

CONFIDENTIAL - INFORMATION CONTAINED HEREIN IS UNCLASSIFIED DATE 02/01/2016 BY 60322 JSP/SP

203 ABERDEEN PARKWAY, PANAMA CITY, FL 32405

Panama City | Port St Joe | Blountstown | Santa Rosa Beach | Ft. Walton Beach
Pensacola | Freeport | Monticello | Marianna | Quincy | Crawfordville | Mexico Beach
Tallahassee | Lake City | Daphne, AL
www.preble-rish.com

Exhibit B attachments

EXHIBIT B
COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 2016-01

DATE January 21, 2016

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND Preble-Rish, Inc. RELATING TO MINOR ROADWAY PROFESSIONAL ENGINEERING SERVICES dated January 19, 2016, (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 **Exhibit B Attachments, Scope of Services**, relating to the Colony Club Nautilus Connection Road.

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

- a stipulated sum of \$ \$80,950.00; or
 a stipulated sum of \$ _____ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,
Allowance of \$ _____ for _____, and
Allowance of \$ _____ for _____; or
 a fee determined on a time-involved basis at the rates set forth upon incorporated **Attachment B, Hourly Fee Breakdown (if applicable)**, with a maximum cost of \$ _____;

and shall be paid in monthly installments as specified in the Agreement.

Work shall begin on _____, 2016, and shall be completed within 2-3 months. The date of completion of all work is therefore _____, 201____. Liquidated delay damages, if any, are set at the rate of \$0 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:

Preble-Rish, Inc.

By: _____ Date: _____
Its:

CITY OF PANAMA CITY BEACH, FLA.

ATTEST:

By: _____ Date: _____
City Manager

City Clerk

**EXHIBIT A
CITY OF PANAMA CITY BEACH
COLONY CLUB NAUTILUS CONNECTION ROAD
PRI PROJECT NO. 211.215**

TASK ORDER 2016-01

This Task Order is for the purpose of Preble-Rish, Inc. (PRI) as the ENGINEER to provide professional services for the Colony Club Nautilus Connection Road to the City of Panama City Beach (CLIENT).

PROJECT UNDERSTANDING

The proposed project consists of a connector road from Nautilus Street to Fairway Boulevard with pedestrian features (bike path, bike lanes, and sidewalks), stormwater management facilities, and utility improvements (8 inch force main). A 60 foot right of way is proposed from Fairway Boulevard to Nautilus Street which has a 150 foot right of way.

SCOPE OF SERVICES

TASK 1.0 – SURVEY

1. PRI shall prepare the required sketch & legal descriptions associated with the project.
2. PRI shall provide topographic survey along the proposed roadway alignment as identified in exhibit B including proposed stormwater management areas.
3. PRI shall survey the wetland flags as delineated in the field.

TASK 2.0 – COORDINATION

1. PRI shall coordinate with the St Joe Company regarding the right of way, stormwater permitting and wetland impacts and mitigation.
2. PRI shall coordinate with the City of Panama City Beach, St Joe Company, and all applicable agencies (FDEP, ACOE) throughout the duration of the project.

TASK 3.0 – ENGINEERING

1. PRI shall design the proposed roadway and pedestrian features in accordance with the City of Panama City Beach and FDOT design standards.
2. PRI shall design the stormwater management facility(s) in accordance with the City of Panama City Beach and State requirements.
3. PRI shall design the proposed wastewater force main from the relocated lift station at the tie in point off Fairway Boulevard to the stub out located at the end of Nautilus Street.
4. PRI shall prepare project specifications in accordance with the City of Panama City Beach and FDOT standards.
5. PRI shall submit 30%, 60%, 90% and 100% plans to the City for review and approval.

TASK 4.0 – FDEP/ACOE PERMITTING

1. PRI shall coordinate the wetland delineation, Uniform Mitigation Assessment Method (UMAM), and Environmental Assessment (EA).
2. PRI shall prepare the FDEP Environmental Resource Permit (ERP) application to submit with the engineering documents, including dredge and fill exhibits.
3. PRI shall respond to all comments and Requests for Additional Information (RAIs).

TASK 5.0 – BIDDING AND CONSTRUCTION OVERSIGHT

1. PRI shall assist the City with publicly advertising the project.
2. PRI shall distribute plans and specifications to all bidders upon request.
3. PRI shall issue all necessary addenda during the bid period.
4. Once bids are received, PRI shall provide the City with a recommendation for contract award.
5. PRI shall assist the City with execution of all contract documents.

6. PRI will coordinate and attend the pre construction meeting with the awarded contractor and City staff.
7. PRI will provide post design site visits by the project manager and/or project engineer.
8. PRI shall review all shop drawings and attend progress meetings, as necessary.
9. PRI will assist the City in processing pay requests.

TASK 6.0 – CLOSE OUT AND CERTIFICATION

1. PRI shall provide periodic inspection and provide weekly status reports to the City.
2. PRI shall conduct a pre-final inspection and generate a punch list to the contractor.
3. PRI shall conduct a final inspection and generate a final punch list to the contractor.
4. Upon completion of construction, review of the as-built survey, and field inspection, PRI will certify the stormwater system to the appropriate agencies.

DELIVERABLES

PRI will provide the following deliverables to the City:

1. One set of 30% construction documents (plans only) for review and comment. Attend meeting if required.
2. One set of 60% construction documents (plans only) for review and comment. Attend meeting if required.
3. One set of 90% construction documents (plans, specifications, and contract documents) for review and comment. Attend meeting if required.
4. One set of 100% construction documents (plans, specifications, and contract documents) for review and comment. Attend meeting if required.
5. Three sets of conformed construction documents (plans, specifications, and contract documents).
6. Copies of all permits acquired for the project.
7. Shop drawing reviews within 7 business days of receipt.

FEE BREAKDOWN

1. Survey	\$ 7,500.00
2. Coordination	\$ 3,500.00
3. Engineering (roadway, sidewalks, stormwater, utilities)	\$ 43,950.00
4. FDEP/ACOE Permitting	\$ 8,500.00
5. Bidding & Construction Oversight	\$ 5,500.00
6. <u>Close Out & Certification</u>	<u>\$ 12,000.00</u>
TOTAL PROPOSED FEE:	\$ 80,950.00

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

PREBLE-RISH, INC.
203 Aberdeen Parkway
Panama City, Florida 32405

CITY OF PANAMA CITY BEACH
110 South Arnold Road
Panama City Beach, Florida 32413

By: 

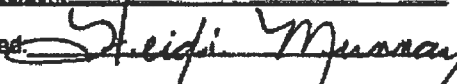
By: _____

Name: Clifford D. Wilson III, P.E.

Name: Mario Gisbert

Title: President

Title: City Manager

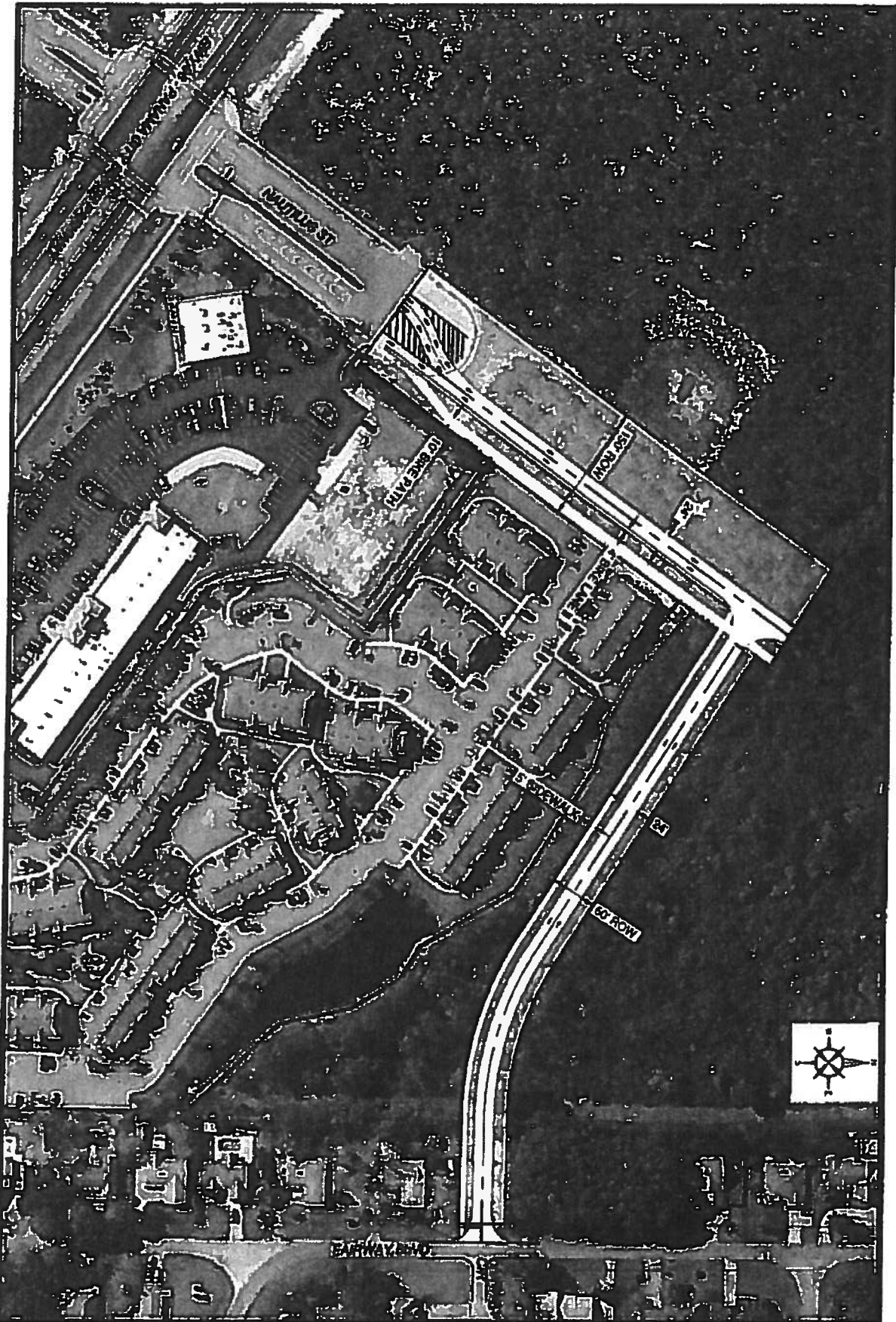
Witnessed: 

Witnessed: _____

Date: 1-19-16

Date: _____

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CITY OF PANAMA CITY BEACH		EXHIBIT 'B'
110 SOUTH ARNOLD ROAD	PANAMA CITY BEACH, FLORIDA 32413	COLONY CLUB NAUTILUS CONNECTION ROAD
DATE: 10-18-15	SCALE: 1/2" = 1'	
DESIGNED BY: G.P.A.	DRAWN BY: M.A.S.	
CHECKED BY: P.C.	P.L. & S. ENGINEERS	

Exhibit B attachments

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

No. BA # 13

FUND GENERAL	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	NEW BUDGET BALANCE
TO	001-4100-541.65-84	Colony Club Road	0.00	85,000.00	85,000.00
FROM	001-8100-999.96-00	Reserves Available for Expenditures	6,863,663.00	(85,000.00)	6,778,663.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
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			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	0.00
Check Adjustment Totals:			6,863,663.00	0.00	6,863,663.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To appropriate funds from General Fund reserves for engineering services related to the Colony Club road

ROUTING FOR APPROVAL

DEPARTMENT HEAD _____ DATE _____ CITY MANAGER _____ DATE _____

FINANCE DIRECTOR _____ DATE _____

Exhibit C