MEETING DATE: January 28, 2016
MEETING TIME: 2:00 P.M.

I. INVOCATION: MAYOR GAYLE OBERST

II. PLEDGE OF ALLEGIANCE: MAYOR GAYLE F. OBERST

III. APPROVAL OF MINUTES

IV. APPROVAL OF AGENDA

V. CONSENT AGENDA

1. RESOLUTION 16-47, BIDS- COMMUNITY CENTER RESTROOM RENOVATION PROJECT. "A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE AGREEMENT WITH GAC CONTRACTORS, INC. RELATED TO THE CITY'S RENOVATION OF RESTROOMS AT THE COMMUNITY CENTER AT FRANK BROWN PARK IN AN AMOUNT OF $59,625; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE."

2. RESOLUTION 16-48, BIDS- SHADE STRUCTURE PROJECT, PARKS & RECREATION. "A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE AGREEMENT WITH GAC CONTRACTORS, INC. RELATED TO THE CITY'S CONSTRUCTION OF THE THREE SHADE STRUCTURES AND A POLE BARN AT FRANK BROWN PARK IN AN AMOUNT OF $46,992; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE."

3. RESOLUTION 16-49, STREET & STORMWATER DEPARTMENT VEHICLE PURCHASES. "A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF A TRUCK AND TRACTOR FOR THE STREET DEPARTMENT, AND ONE TRUCK FOR THE STORMWATER DEPARTMENT, IN THE TOTAL AMOUNT OF $105,358.48; AUTHORIZING THE APPROPRIATE OFFICERS OF THE CITY TO EXECUTE AND DELIVER CONTRACTS WITH VENDORS FOR SPECIFIC TYPES OF VEHICLES AS MORE PARTICULARLY SET FORTH IN THE BODY OF THE RESOLUTION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE."

4. ORDER 01-ZN-16 AND FINDING OF FACTS FOR THE APPROVAL OF ORDINANCE 1375, BENNETT/PLEDGER ZONING. After receiving testimony and reviewing the exhibits produced during the Quasi-Judicial Hearing on January 14, 2016, the City Council orders that the subject Zoning request is hereby GRANTED and the captioned Ordinance 1375 shall be ADOPTED.

VI. REGULAR AGENDA ITEMS - DISCUSSION/ACTION

NO. OFFICIAL ITEM
1. MG RESOLUTION 16-45, BUDGET AMENDMENT #12 FOR COMPREHENSIVE TRAFFIC ENFORCEMENT PROGRAM (CTEP) GRANT PT-16-12 AWARD, PUBLIC HEARING.
RESOLUTION 16-46, MASTER SERVICES AGREEMENT (MSA) WITH PREBLE-RISH, INC., PROFESSIONAL ENGINEERING SERVICES, AND TASK ORDER 2016-01, COLONY CLUB WEST ROADWAY, AND BUDGET AMENDMENT #13, PUBLIC HEARING.

RESOLUTION 16-50, MASTER SERVICES AGREEMENT (MSA) WITH PANHANDLE ENGINEERING INC. FOR PROFESSIONAL ENGINEERING SERVICES AND TASK ORDER 2016-01, LYNDELL LANE SIDEWALK PROJECT.

RESOLUTION 16-51, BUDGET AMENDMENT #14 FOR PCB FIRE/RESCUE BULLETPROOF VEST PURCHASE, PUBLIC HEARING.

RESOLUTION 16-52, BUDGET AMENDMENT #15, COUNTY/CITY PARTNERSHIP JOAN AVENUE/SOUTH THOMAS DRIVE INTERSECTION IMPROVEMENT, PUBLIC HEARING.

RESOLUTION 16-53, LOOP ROAD CONSTRUCTION CONTRACT.

CITY MANAGER UPDATE.

* Action on this item is taken by both the City Council and the City of Panama City Beach Community Redevelopment Agency, jointly and concurrently.

JOHN REICHARD _X_  
RICK RUSSELL _X_  
JOSIE STRANGE _X_  
KEITH CURRY _X_  
GAYLE OBERST _X_  

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

IN AN EFFORT TO CONDUCT YOUR COUNCIL MEETINGS IN AN ORDERLY AND EXPEDIENT MANNER, WE RESPECTFULLY REQUEST THAT YOU WAIT UNTIL THE CHAIR RECOGNIZES YOU TO SPEAK, THEN COME TO THE PODIUM AND STATE YOUR NAME AND ADDRESS FOR THE RECORD.

E-mailed and/or Faxed to following interested parties on: 1/25/16, noon.

<table>
<thead>
<tr>
<th>NEWS MEDIA</th>
<th>CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>News Herald</td>
<td>John Henderson</td>
</tr>
<tr>
<td>Bullet</td>
<td>Editor</td>
</tr>
<tr>
<td>Channel 4</td>
<td>Ryan Rodig</td>
</tr>
<tr>
<td>Channel 7</td>
<td>Rex Ogburn</td>
</tr>
<tr>
<td>Channel 13</td>
<td>Ken McVay</td>
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<tr>
<td>Comcast</td>
<td>Kay C. McWilliams</td>
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<tr>
<td>WOW</td>
<td>Cil Schnitker</td>
</tr>
<tr>
<td>WKGC</td>
<td>Emily Balazs</td>
</tr>
<tr>
<td>WLTG</td>
<td>A. D. Whitehurst</td>
</tr>
<tr>
<td>Magic Broadcasting</td>
<td>Chris Allen</td>
</tr>
<tr>
<td>Clear Channel</td>
<td>Crystal Presley</td>
</tr>
<tr>
<td>Panama City Radio</td>
<td>Brandon Andrews</td>
</tr>
</tbody>
</table>

NOTE: COPIES OF THE AGENDA ITEMS ARE POSTED ON THE CITY’S WEBSITE WWW.PCBGOV.COM UNDER "AGENDA INFORMATION".
THIS MEETING WILL BE LIVE-STREAMED ON THE CITY WEBSITE.

If a person decides to appeal any decision made by the City Council with respect to any matter considered at the meeting, if an appeal is available, such person will need a record of the proceeding, and such person may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based. Sec. 286.0105, FS (1995)
CONSENT AGENDA
ITEM #1
RESOLUTION 16-47
RESOLUTION 16-47

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE AGREEMENT WITH GAC CONTRACTORS, INC. RELATED TO THE CITY’S RENOVATION OF RESTROOMS AT THE COMMUNITY CENTER AT FRANK BROWN PARK IN AN AMOUNT OF $59,625; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and GAC Contractors, Inc, relating to the renovation of restrooms at the Community Center at Frank Brown Park, in the basic amount of Fifty Nine Thousand Six Hundred Twenty Five Dollars ($59,625), in substantially the form attached and presented to the Council today, draft dated January 20, 2016, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of __________, 2016.

CITY OF PANAMA CITY BEACH

By: ____________________________
Gayle F. Oberst, Mayor

ATTEST:

Diane Fowler, City Clerk
The Parks and Recreation Department received four bids for the "Community Center Restroom Renovation" project.

The Parks and Recreation staff recommends that the Council authorize the City to contract with the lowest responsive bidder, GAC for $59,625.00 for the "Community Center Restroom Renovation" Project. A suggested motion is provided should the council choose to award it.

**Suggested Motion:**

Be it resolved that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and GAC for the "Community Center Restroom Renovation" project in the amount of $59,625.00.
## CITY OF PANAMA CITY BEACH
### BID TABULATION

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Address</th>
<th>Information</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>PECS</td>
<td>PO Box 811 Chipley, FL 32428 850-258-5619</td>
<td>No terms/deposit</td>
<td>$64,725.00</td>
</tr>
<tr>
<td>PONS Construction</td>
<td>948 Jenks Avenue Panama City, FL 32401 850-215-4146</td>
<td>35% deposit to begin work</td>
<td>$78,900.90</td>
</tr>
<tr>
<td>KLB Contracting</td>
<td>3085 Northride Lane Bonifay, FL 32425 808-354-2770</td>
<td>No terms/deposit</td>
<td>$69,750.00</td>
</tr>
<tr>
<td>GAC Contractors</td>
<td>4116 Hwy 231 North Panama City, FL 32404 850-785-4675</td>
<td>No terms/deposit</td>
<td>$59,625.00</td>
</tr>
</tbody>
</table>
BID PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: January 20, 2016

Community Center Restroom Renovations

The Undersigned, as Bidder, hereby declares that they have examined the bid specifications and informed themselves fully in regard to all conditions pertaining to the equipment to be supplied.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the City of Panama City Beach for the lump sum prices listed, in full and complete accordance with the shown, noted, described and reasonably intended requirements of the specifications to the full and entire satisfaction of the City of Panama City Beach, Florida, with a definite understanding that no additional money will be allowed for extra work. Payment in full will be made to the supplier within 30 days of delivery. The Bidder further proposes and agrees hereby to Renovate the Restrooms in the Community Center within 8 consecutive weeks from when bid is approved and awarded. Bidder also agrees to obtain any and all permits from the City Planning Dept before project begins.

Purchase will be made under terms and conditions specified by City in its form of Purchase Order. If a deposit is required, it must be specified below. Final payment, in readily available funds, will be made upon acceptance by City of strictly conforming goods after delivery. Strict adherence to design specifications is required.

ADDENDUM ACKNOWLEDGMENT: (Only if addendums have been provided).

I, the undersigned bidder, hereby acknowledge receipt of the following addenda:

Addendum No. 1 Addendum No.

DRAWINGS:
A conceptual drawing has been provided. Some items on the conceptual drawing have been altered in the Job Specs.

LUMP SUM BID PRICE:

Lump sum price for the Renovations of the Community Center Restrooms in accordance with the contract Specifications:

$59,625.00 * IF BOTH JOBS ARE AWARDED TO GAC DEDUCT $4560

Specify Manufacturer and Model # of restroom materials and lumber being used. A separate sheet can be attached.

# See attached documentation

Specify terms of any deposit:

SUPPLIER: GAC Contractors Inc

BY: Matthew Morgan TITLE: Project Manager

ADDRESS: 4116 Highway 231 North City Panama City State FL Zip 32404

EMAIL ADDRESS: mmorgan@gaccontractors.com Phone 850-785-4675

SIGNATURE – (Confirming all information above is correct)

Matthew Morgan

CONSENT
AGENDA ITEM #
## Frank Brown Park - Community Center Restroom Rehab - VE Items List

<table>
<thead>
<tr>
<th>Description</th>
<th>Manufacturer</th>
<th>Model #</th>
<th>Color</th>
<th>Reason for Substitution</th>
<th>Same Qualities</th>
<th>Picture</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wall Tile</td>
<td>Montreaux</td>
<td>PIE IV STS H Gris</td>
<td></td>
<td>Significant Cost Savings</td>
<td>☑</td>
<td>☑</td>
</tr>
<tr>
<td>Floor Tile</td>
<td>Montreaux</td>
<td>PIE IV STS H Gris</td>
<td></td>
<td>Significant Cost Savings</td>
<td>☑</td>
<td>☑</td>
</tr>
<tr>
<td>Wall Panels</td>
<td>Crane</td>
<td>FRFRJ48</td>
<td>Gray</td>
<td>Significant Cost Savings</td>
<td>☑</td>
<td>☑</td>
</tr>
<tr>
<td>Ceiling Panels</td>
<td>Gold Bond</td>
<td>Gridstone</td>
<td>Gray</td>
<td>Significant Cost Savings</td>
<td>☑</td>
<td>☑</td>
</tr>
</tbody>
</table>

**TOTAL COST SAVINGS: $9,000.00 (included in base bid)**
Sequentia® Embossed Wall Panels | FRFRJ, FX
Class A Fire-Rating per ASTM E-84

Product
Sequentia is made of fiberglass reinforced plastic. Sequentia is a durable, flexible building material and will not mold, mildew, rot or corrode. It exhibits excellent resistance to mild chemicals and moisture. The panel has a Class A rating for flame spread and smoke development when tested per ASTM E-84.

Purpose
Sequentia embossed panels are designed for interior wall finishes where a Class A, sanitary, easy-to-clean panel is desired.

<table>
<thead>
<tr>
<th>Property</th>
<th>Typical Values</th>
<th>Test Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flexural Strength</td>
<td>13.6 x 10^3 psi</td>
<td>94 MPa</td>
</tr>
<tr>
<td>Flexural Modulus</td>
<td>0.6 x 10^3 psi</td>
<td>4137 MPa</td>
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<tr>
<td>Tensile Strength</td>
<td>7.1 x 10^3 psi</td>
<td>49 MPa</td>
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<tr>
<td>Tensile Modulus</td>
<td>0.92 x 10^3 psi</td>
<td>6343 MPa</td>
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<tr>
<td>Barcol Hardness</td>
<td>40</td>
<td>40</td>
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<tr>
<td>Izod Impact</td>
<td>12.0 ft-lb/in notched</td>
<td>0.64 J/mm</td>
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<tr>
<td>Coefficient of Linear Thermal Expansion</td>
<td>0.17 x 10^-5 in/in/°F</td>
<td>31 µm/°C</td>
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<tr>
<td>Water Absorption</td>
<td>0.32%/24hrs@77°F</td>
<td>0.32%/24hrs@25°F</td>
</tr>
<tr>
<td>Surface Burning Characteristics</td>
<td>Class A</td>
<td>Class A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Product Code</th>
<th>Nominal Thickness</th>
<th>Finish</th>
<th>Color</th>
<th>Available Sizes</th>
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<tr>
<td>FRFRJ</td>
<td>0.09'</td>
<td>2.3 mm</td>
<td>Embossed</td>
<td>White</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Beige</td>
<td>70</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Pearl Gray</td>
<td>48</td>
</tr>
<tr>
<td>FX</td>
<td>special order</td>
<td></td>
<td>Ivory</td>
<td>84</td>
</tr>
</tbody>
</table>

Additional lengths, widths and colors available by quotation. 12,000 sq. ft. per product, weight and colors required to manufacture. Orders from different customers may be batched to obtain manufacturing minimums, however lead time may be affected.
SPECIFICATIONS
Crane Composites panels are manufactured by a continuous laminating process in lengths as required.

COMPOSITION
Reinforcement: Random chopped fiberglass.
Resin Mix: Modified polyester copolymer and inorganic fillers and pigments.

FINISHED PANEL QUALITY
1. Panels shall have a wear side with a pebble-like embossed finish. Color shall be uniform throughout, as specified. The backside shall be smooth. Backside imperfections which do not affect functional properties are not cause for rejection.
2. Physical properties shall be as set forth in Table 1.
3. Dimensions shall be as specified on purchase order, subject to the following tolerances:
   - Width: ±1/8" (±3.2 mm) up to 12' (3.6 m)
   - Length: ±1/8" (±3.2 mm) up to 12' (3.6 m)
   - Squareness: ±1/" (±2 mm) in 48" (1.2 m) of width
4. Product quality standards and tolerances for panel weight and thickness shall be as set forth in Crane Composites' Quality Control Procedures/Standards which are available on request.
5. Panels shall be installed in accordance with manufacturer's guidelines as set forth in the Crane Composites Installation Guide (Form #6876).

CERTIFICATIONS
1. Meets USDA/FSIS requirements
2. Meets FM/US 302 Requirements
3. Meets minimum requirements of major model building codes for Class A interior wall and ceiling finishes of flame spread ≤25, smoke developed 450 or less (per ASTM E 84).
4. Crane Composites certifies that Sequantia (FRPRJFX) meets the requirements of ASTM D3519
5. This panel has earned GREENGUARD® SELECT Education and GREENGUARD® SELECT Healthcare Certification (Certificate # 90154-03) www.greenguard.org

FABRICATING RECOMMENDATIONS
Not exceed 90°C (194°F) when cutting FRP panels.

Hand Fabricating:
- Drilling: High speed drill bit (30° cutting angle, with 12°-15° clearance) or hole saw.
- Cutting: Sheet metal shears or circular saw with reinforced band saw.

Production Fabricating: Use carbide-tipped tools. Straight cuts can be sheared (90° cutting edge with 0.025" [0.65 mm] clearance) or sawed. For irregular cuts, use die punch or band saw.

Cleaning Instructions: Available from CCI.

STORAGE
All Crane Composites FRP products should be stored indoors.

SERVICEABLE TEMPERATURE RANGE
Panels will perform in temperatures from -4°F (-20°C) to 150°F (65°C). For use in environments beyond this range contact Crane Composites for recommendations.

LIMITATIONS
Near Heat Source: Crane Composites panels may discolor when installed close to or near any heat source which radiates temperatures exceeding 130°F (55°C), such as cookers, ovens, and deep fryers. Uneven Surface: Installation over uneven concrete block walls may result in areas of delamination and bulging.

NOTICE
Panels will provide a clean, aesthetically-pleasing finished installation. However, by nature, fiberglass reinforced plastic paneling may occasionally have small areas that are aesthetically unacceptable for use. Panels should be inspected on-site prior to installation. If any portion of material does not provide an acceptable appearance, Crane Composites should be notified at once. Upon verification of unacceptability, that portion of material will be replaced by Crane Composites. Crane Composites' sole responsibility is for the replacement of defective materials but not for labor or other handling or installation expenses.

www.sequantium.com | 1.800.435.0080 | 1.815.467.8666 (fax) | salesbp@cranecomposites.com
Crane Composites is the manufacturer of Sequantia, Sequanta, Sequanta II and a variety of other fiberglass reinforced plastic (FRP) composite wall panels.
Inspiréd by the Kemlite tradition, Crane Composites has over 50 years of experience in Commercial Building Products and is a recognized industry leader in FRP applications.

We believe all information given is accurate but without guarantee. Since conditions of use are beyond our control, all risks are assumed by the user. Nothing herein shall be construed as a recommendation for uses for which advice on valid patents or as extending a license under valid patents www.asl.org/Standards/E4.htm

ANTHONY W. LUCAS, ESQ.
Vice President - General Counsel

CRANE Composites

CONSENT
AGENDA ITEM #
GOLD BOND® BRAND GRIDSTONE® GYPSUM CEILING PANELS

DESCRIPTION
Gold Bond® BRAND Gridstone® Gypsum Ceiling Panels are prefinished ceiling panels with a noncombustible, Fire-Shield G gypsum core. The 2-mil, white, stipple-textured vinyl laminate combines high light reflectance with easy cleanability.

BASIC USES
Gridstone panels are ideal for interior and unexposed exterior ceiling applications such as soffits, parking garages, kitchens and baths.

Gridstone panels are accepted by the USDA for use in food service processing areas.

ADVANTAGES
- Quick, dry installation. Gridstone panels install easily in standard exposed grid systems.
- Fire-resistant. A noncombustible gypsum core assures fire safety with 1 1/2- and 2-hour fire rating achievable depending on installation.
- Pre-decorated. The sturdy white vinyl laminate eliminates additional finishing.
- The product shall be maintained at a temperature not to exceed 104° Fahrenheit (40° Centigrade) and not exceed 50% relative humidity prior to, during and after installation.

LIMITATIONS
- Per ASTM C 840 section 17.3.1.1, do not install panels in areas exposed to extreme or continuous moisture, such as saunas, steam rooms, gang showers and indoor pool enclosures.
- For exterior application, protect grid panels from direct exposure to weather, water and continuous high humidity. Under no circumstances should water be in contact with the back of the panels.
- Can support 1.6#/sq. ft. of insulation.
- Overlaid insulation may cause excessive panel deflection and is not recommended where high humidity is likely to occur.
- Extreme lighting conditions may distort texture appearance.

GREENGUARD CERTIFIED
Gridstone Gypsum Ceiling Panels have achieved GREENGUARD GOLD Certification.

- The use of strong organic solvents (such as ketones), harsh abrasive cleaners or steel wool are not recommended. These materials may cause dulling, discoloration, softening and other permanent damage to the vinyl surface.

TECHNICAL DATA

PHYSICAL PROPERTIES

<table>
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<tr>
<th>Parameter</th>
<th>Specification</th>
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<tbody>
<tr>
<td>Thickness, nominal</td>
<td>1/2&quot; Type X (12.7 mm)</td>
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<tr>
<td>Weight, lbs./sq. ft., nominal</td>
<td>2.16</td>
</tr>
<tr>
<td>Width, nominal</td>
<td>2' (610 mm)</td>
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<tr>
<td>Length, standard</td>
<td>GB 5044 - 2' (610 mm) Actual size is 23-3/4&quot; x 27-3/4&quot;</td>
</tr>
<tr>
<td></td>
<td>GB 5045 - 4' (1219 mm) Actual size is 23-3/4&quot; x 47-3/4&quot;</td>
</tr>
<tr>
<td>Finish</td>
<td>2 mil white stipple vinyl laminate</td>
</tr>
<tr>
<td>Surface Burning Characteristics (per ASTM E 84)</td>
<td>Flame Spread: 5 Smoke Developed: 0</td>
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<tr>
<td>Sound Attenuation (per ASTM E 1414)</td>
<td>46dB</td>
</tr>
<tr>
<td>Ceiling Attenuation Class (CAC)</td>
<td>NGC Report #6098001</td>
</tr>
<tr>
<td>Light Reflectance</td>
<td>LR 1 (75% or greater)</td>
</tr>
</tbody>
</table>

APPLICABLE STANDARDS AND REFERENCES

- ASTM C 1396, Class I
- ASTM E 1264, Type XX, Patterns E, G
- National Gypsum Company, Gypsum Construction Guide
### INSTALLATION

**RECOMMENDATIONS**

Gridstone panels are designed to be mounted in standard 15/16" exposed tee grid systems or environmental type grids for severe conditions, with grids either 2' by 2' or 2' by 4'. Grid installation should be conducted according to manufacturer’s specification. Each panel must be supported on all four (4) edges. Cross ventilation must be provided in unheated or enclosed space above ceiling panels.

**General**:
- Install Gridstone panels in lay-in suspension systems with edges concealed by flanges of suspension members. Cut panels to fit tightly at borders and penetrations so that cut edges are concealed by trim pieces and escutcheons. If panel cuts are required, exposed core should be sealed to maintain performance of the system.

**Cleaning**:
- Common dirt and stains on the vinyl surface can be removed with mild soap or detergent in lukewarm water. Use a light scrubbing action with a cloth, sponge or soft brush.
- If the suitability of any cleaning agent is unknown, check its effect on the Gridstone panel surface in a hidden area or on a scrap piece before attempting to remove a field stain.

**NOTE**: Vinyl laminate on face of 2' x 2' Gridstone CleanRoom panel is directional. Install with all factory edges parallel (same direction).

### DECORATION

Gridstone panels are factory-finished decorative products which do not require painting. However, if desired, Gridstone can be painted with the following products:

- Oil based primer with finish coat of oil or latex paint (check compatibility with primer manufacturer).

### FIRE RATINGS BY TYPE & SIZE (ASTM E 119)

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<tr>
<th>Type</th>
<th>Size</th>
<th>Design</th>
<th>Rating</th>
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<tr>
<td>1/2&quot; (12.7 mm) Fire-Shield G</td>
<td>2' x 2'</td>
<td>UL G222</td>
<td>2 hr.</td>
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<td></td>
<td></td>
<td>FM FC 299</td>
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<tr>
<td>1/2&quot; (12.7 mm) Fire-Shield G</td>
<td>2' x 4'</td>
<td>UL G259</td>
<td>1 1/2 hr.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>FM FC 300</td>
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</table>
Montreaux
HD ceramic floor tile & antiqued ceramic wall tile • REJ M  • ET SH

floor tile
Blanc
Grigio
Beige

wall tile
Blanc
Grigio
Beige

floor decorative
Random Joint Mirror Mosaic 1/2" x 1/2" x 8.5"
Random Joint Deco Mosaic 2" x 2"

wall decorative
Random Joint Deco Mosaic 2" x 2"

floor trim
Surface Bullnose 3" x 13"

wall trim
Surface Bullnose 3" x 13"
CONSENT AGENDA

ITEM #2

RESOLUTION 16-48
RESOLUTION 16-48

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE AGREEMENT WITH GAC CONTRACTORS, INC RELATED TO THE CITY’S CONSTRUCTION OF THE THREE SHADE STRUCTURES AND A POLE BARN AT FRANK BROWN PARK IN AN AMOUNT OF $46,992; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and GAC Contractors, Inc., relating to the construction of the three shade structures and a pole barn at Frank Brown Park, in the basic amount of Forty Six Thousand Nine Hundred Ninety Two Dollars ($46,992), in substantially the form attached and presented to the Council today, draft dated January 20, 2016, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of __________, 2016.

CITY OF PANAMA CITY BEACH

By: __________________________
    Gayle F. Oberst, Mayor

ATTEST:

Diane Fowler, City Clerk
The Parks and Recreation Department received three bids for the "Shade Structure" project. Three bids were received. The lowest bid was deemed non-responsive for failure to include required drawings.

The Parks and Recreation staff recommends that the Council authorize the City to contract with the lowest fully responsive and responsible bidder, GAC, for $46,992.00 for the "Shade Structure" Project.
<table>
<thead>
<tr>
<th>Bidder</th>
<th>Address</th>
<th>Information</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>GAC</td>
<td>4116 Highway 231 N Panama City, FL 32404</td>
<td>No terms/deposit</td>
<td>$46,992.00</td>
</tr>
<tr>
<td></td>
<td>850-785-4675</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PECS</td>
<td>PO Box 811 Chipley, FL 32428</td>
<td>No terms/deposit</td>
<td>$45,124.25</td>
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<tr>
<td>JA Dawson</td>
<td>PO Box 1178 Pelham, AL 35124</td>
<td>No terms/deposit</td>
<td>$82,380.00</td>
</tr>
<tr>
<td></td>
<td>205-663-5058</td>
<td></td>
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</table>
BID PROPOSAL FORM

TO: City of Panama City Beach, Florida SUBMITTED: January 20, 2016.

Frank Brown Park Shade Structures

The Undersigned, as Bidder, hereby declares that they have examined the bid specifications and informed
themselves fully in regard to all conditions pertaining to the equipment to be supplied.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the City of Panama City Beach for the lump sum prices listed, in full and complete accordance with the shown, noted, described and reasonably intended requirements of the specifications to the full and entire satisfaction of the City of Panama City Beach, Florida, with a definite understanding that no additional money will be allowed for extra work. Payment in full will be made to the supplier within 30 days of delivery. The Bidder further proposes and agrees hereby to build all shade shelters within 6 consecutive weeks from when bid is approved and awarded.

Purchase will be made under terms and conditions specified by City in its form of Purchase Order. If a deposit is required, it must be specified below. Final payment, in readily available funds, will be made upon acceptance by City of strictly conforming goods after delivery. Strict adherence to design specifications is required.

ADDENDUM ACKNOWLEDGMENT: (Only if addendums have been provided).

I, the undersigned bidder, hereby acknowledge receipt of the following addenda:
Addendum No. N/A Addendum No. ______________

DRAWINGS:
A drawing of all four (4) Shade Shelters must be attached to this bid proposal form.

LUMP SUM BID PRICE:
Lump sum price for furnishing three (3) Shade Shelters and one (1) Pole Barn in accordance with the contract Specifications:

$46,920.00 * IF BOTH JOBS ARE AWARDED TO GAC DEDUCT $450.

Specify Manufacturer and Model # of roofing material and lumber being used: 
#
See attached document

Specify terms of any deposit: ___________________

SUPPLIER: GAC Contractors Inc

BY: Matthew Morgan TITLE: Project Manager

ADDRESS: 4116 Highway 231 North City Panama City State FL Zip 32404

EMAIL ADDRESS: mmorgan@gaccontractors.com Phone 850-785-4675

SIGNATURE – (Confirming all information above is correct) Matthew Morgan

CONSENT AGENDA ITEM #
Customer: GAC  
Job Name: Frank Brown Park
Address: Location #1

<table>
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<th>Description</th>
<th>Price</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Printed Shade Structure #1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>16 x 30 15% 10' Eve Bright</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Deep Deck Metal Panel</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Forest Green Color</td>
<td></td>
<td></td>
</tr>
<tr>
<td>100</td>
<td>10x10-14 Post w/ Engineered Plans</td>
<td></td>
<td></td>
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Sub Total: __________
Tax: __________
Delivery: __________
Total: __________

Signature: ____________________________
Signature will confirm an order

Order Date: ________________

CONSENT
AGENDA ITEM #________
Customer: GAC  
Job Name: Frank Brown Park  
Address: Location #2  

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<tr>
<td></td>
<td>Shade Structure #2</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>17 x 24 12°C 10'Eye Height</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>32ga Metal-Deep Deck Metal Panel</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Forest Green Color</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>6x6x14 post</td>
<td></td>
<td></td>
</tr>
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<td>w/ Engineered Plans</td>
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Sub Total: 
Tax: 
Delivery: 
Total: 

Signature will confirm an order  

Order Date: 

CONSENT  
AGENDA ITEM #...
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<tbody>
<tr>
<td></td>
<td>Subbed: Shade Structure # 3</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>110 X 37 9'0&quot; 1D' Eve Height</td>
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</tr>
<tr>
<td></td>
<td>32ga metal- Deep Deck Metal Panel</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Forest Green Color</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>6x10-14 post</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>W/ Engineered Plans</td>
<td></td>
<td></td>
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</table>

Sub Total
Tax
Delivery
Total

Signature: ____________________________________________________________________________
Signature will confirm an order

Order Date: _________________________________________________________________________

CONSENT
AGENDA ITEM # __________
## Building Component Schedule - Max. Eave Height 10'

<table>
<thead>
<tr>
<th>Building Type</th>
<th>Max. Bay Size</th>
<th>Max. Eave Height</th>
<th>Max. Wind Load</th>
<th>3 Second Gust</th>
</tr>
</thead>
<tbody>
<tr>
<td>12' Wide</td>
<td>12'</td>
<td>10'</td>
<td>130 MPH</td>
<td>3 Second Gust</td>
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### 12' Wide Building

<table>
<thead>
<tr>
<th>Footing Mark</th>
<th>Poles</th>
<th>Lag Bolts Each End of Each Truss to Post</th>
<th>Purfins</th>
<th>Roofing</th>
<th>Roofing Fasteners</th>
<th>Cable Bracing Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>6 x 6</td>
<td>3 - 1/2 x 1/4</td>
<td>3 x 6 x 0.75 DC Minimum</td>
<td>20 GA.</td>
<td>M5 x 1.5 DC Minimum</td>
<td></td>
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</table>

### 16' Wide Building

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<th>Footing Mark</th>
<th>Poles</th>
<th>Lag Bolts Each End of Each Truss to Post</th>
<th>Purfins</th>
<th>Roofing</th>
<th>Roofing Fasteners</th>
<th>Cable Bracing Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>6 x 6</td>
<td>3 - 1/2 x 1/4</td>
<td>3 x 6 x 0.75 DC Minimum</td>
<td>20 GA.</td>
<td>M5 x 1.5 DC Minimum</td>
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</table>

### 20' Wide Building

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<th>Lag Bolts Each End of Each Truss to Post</th>
<th>Purfins</th>
<th>Roofing</th>
<th>Roofing Fasteners</th>
<th>Cable Bracing Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>6 x 6</td>
<td>3 - 1/2 x 1/4</td>
<td>3 x 6 x 0.75 DC Minimum</td>
<td>20 GA.</td>
<td>M5 x 1.5 DC Minimum</td>
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### 24' Wide Building

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<th>Purfins</th>
<th>Roofing</th>
<th>Roofing Fasteners</th>
<th>Cable Bracing Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>6 x 6</td>
<td>3 - 1/2 x 1/4</td>
<td>3 x 6 x 0.75 DC Minimum</td>
<td>20 GA.</td>
<td>M5 x 1.5 DC Minimum</td>
<td></td>
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</tbody>
</table>

### Notes

- **PT Lumber**
- **SYP - Purlins**
TRUSS DESIGN/DETAILS

TRUSS COMPONENT DESIGN SCHEDULE

<table>
<thead>
<tr>
<th>SPAN</th>
<th>TRUSS DEPTH</th>
<th>TOP CHORD</th>
<th>BOTTOM CHORD/HORIZONTAL</th>
<th>WEB MEMBERS</th>
<th>THRU BOLTS @ TRUSS WELD</th>
</tr>
</thead>
<tbody>
<tr>
<td>12'-0&quot;</td>
<td>16&quot;</td>
<td>1-1/2&quot; x 1-1/2&quot; x 1/8&quot;</td>
<td>1-1/2&quot; x 1-1/2&quot; x 1/8&quot;</td>
<td>1-1/2&quot; x 1-1/2&quot; x 1/8&quot;</td>
<td>3 - 3/4&quot;</td>
</tr>
<tr>
<td>UP TO 24'-0&quot;</td>
<td>16&quot;</td>
<td>1-1/2&quot; x 1-1/2&quot; x 1/8&quot;</td>
<td>1-1/2&quot; x 1-1/2&quot; x 1/8&quot;</td>
<td>1-1/2&quot; x 1-1/2&quot; x 1/8&quot;</td>
<td>3 - 3/4&quot;</td>
</tr>
<tr>
<td>UP TO 36'-0&quot;</td>
<td>18&quot;</td>
<td>1-1/2&quot; x 1-1/2&quot; x 1/8&quot;</td>
<td>1-1/2&quot; x 1-1/2&quot; x 1/8&quot;</td>
<td>1-1/2&quot; x 1-1/2&quot; x 1/8&quot;</td>
<td>4 - 3/4&quot;</td>
</tr>
<tr>
<td>UP TO 48'-0&quot;</td>
<td>20&quot;</td>
<td>2&quot; x 2&quot; x 3/16&quot;</td>
<td>2&quot; x 2&quot; x 3/16&quot;</td>
<td>2&quot; x 2&quot; x 3/16&quot;</td>
<td>4 - 3/4&quot;</td>
</tr>
</tbody>
</table>

TRUSS MATERIALS

- STEEL ANGLES: ASTM A36 K/M
- ALL WELDS: E70XX
- BOLTS: ASTM A325 FOR STEEL/STEEL, A307 FOR STEEL/WOOD CONNECTIONS

NOTE: BOLT EACH END OF THE HORIZONTAL TE TO THE TRUSS WITH 2 THRU BOLTS FOR TRUSS UP TO 20 SPANS AND 2 THRU BOLTS FOR SPANS OVER 20 SPANS
Berridge Deep-Deck

Prefinished corrugated 7.2" roof or wall panel for use on open framing or solid sheathing.

- Available in 24 & 22 gauge steel
- Wide, economical 36" coverage
- Vertical & horizontal applications
- Structural properties
- Purlin bearing leg standard
- Multi-use panel: roof, wall, or deck
- ASTM E-1692 tested
- ASTM E-1680 & E-1648 (air & water penetration)
- Florida Product Approval
- UL 90 rated panel
- UL 790 fire rating
- UL 2218 class 4

See www.berridge.com for Details and Specifications

Berridge Manufacturing Company
6515 Fall Road
San Antonio, Texas 78216
(800) 689-0009 • www.berridge.com

Exhibit B

CONSENT
AGENDA ITEM # 2
BERRIDGE COLOR FINISHES

STANDARD COLORS

BUCKskin
PARChMENT
ALMOND
AGED BRONZE
SHAsta WHITE
FOREST GREEN
PATINA GREEN
BIERRA TAN
MEDIUM BRONZE
CHARCOAL GREY
HEMLOCK GREEN
BRISTOL BLUE
TERRA-COTTA
DARK BRONZE
ZINC GREY
HARTFORD GREEN
ROYAL BLUE
COLONIAL RED
COPPER BROWN
MATTE BLACK
TEAL GREEN
BURGUNDY
DEEP RED

PREMIUM COLORS*

These Berridge premium colors require a nominal exchange.

NATURAL WHITE
NATURAL METAL FINISH
Berridge Satin Finish Galvalume® is protected to remove mill oils, chemicals, and media and coated on the back side to inhibit corrosion. The top side receives a clear plastic sheetable film.

AWARD BLUE
CHAMPAGNE
COPPER-COTE®
ANTIQUE COPPER-COTE

METALLIC COLORS*

Berridge metallic colors are premium finishes which require a nominal exchange. Due to limitations in the painting process, please request actual color chips for accurate color viewing.

SATIN FINISH GALVALUME®
ZINC-COTE®
LEAD-COTE®
PREWHETHERED GALVALUME®

All colors except Award Blue comply with LEED® 2.2 & Energy Star requirements for roof slopes greater than 2:12.

AGENDA ITEM # 2
Customer: SAC
Job Name: Frank Brown Park
Address: Park Shop area, structure

<table>
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<tr>
<th>Qty</th>
<th>Description</th>
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<tr>
<td></td>
<td>Park Shop Area - Structure</td>
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<tr>
<td></td>
<td>Single Slope  Eve 10-11 ft</td>
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<tr>
<td></td>
<td>24 x 85</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>* * 24 ga. 5-V Metal - Forest Green</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>10 x 10 post</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>w/ Engineered Plans</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Note: 23 ga. Metal not</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Available in 5-V</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Quoted 24 ga.</td>
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<td>Delivery</td>
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<tr>
<td>Total</td>
<td></td>
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</tbody>
</table>

Signature: ____________________________
Signature will confirm an order

Order Date: ____________________________

CONSENT
AGENDA ITEM # ______________________
BERRIDGE DOUBLE RIB

PRODUCT INFORMATION

Berridge Double Rib metal roof panels offer a traditional, SV crimp appearance. It is available for residential or light commercial applications over solid decking.

- 24 gauge steel
- Wide, economical 24" coverage
- Residential or utility
- Traditional appearance
- Florida Product Approval

MATERIALS

- Standard material is 24-Gauge, Galvalume®
- Unfinished material is Acrylic Coated Galvalume®

PANEL PROFILE

- 24" Coverage
- 12"
- 1/2"

ACCESSORIES

Rubber closures help prevent air infiltration or ridge, eaves, headwalls, etc.

Use per installation details as closure at hips & valleys.

Use per installation details at panel-ends, obelisks, skylights, with brace closures, etc.

BERRIDGE MANUFACTURING CO.

RESOURCES

- All Products
- Catalog
- Color Chart

COMPANY

- Contact
- About Us
- Berridge Total Program

SUBMIT PHOTOS OF OUTSTANDING BERRIDGE PROJECTS!

Do you have high resolution photos of outstanding applications or Berridge products? Send them to us and we'll submit them to industry publications.

Accepted file types: .jpg, .png, .pdf

http://www.berridge.com/products/exposed-fastener-metal-roof-wall-panel/berridge-double-rib... 1/20/16
CONSENT AGENDA
ITEM #3

RESOLUTION 16-49
RESOLUTION 16-49

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF A TRUCK AND TRACTOR FOR THE STREET DEPARTMENT, AND ONE TRUCK FOR THE STORMWATER DEPARTMENT, IN THE TOTAL AMOUNT OF $105,358.48; AUTHORIZING THE APPROPRIATE OFFICERS OF THE CITY TO EXECUTE AND DELIVER CONTRACTS WITH VENDORS FOR SPECIFIC TYPES OF VEHICLES AS MORE PARTICULARLY SET FORTH IN THE BODY OF THE RESOLUTION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED by the City of Panama Beach, Florida that:

1. The appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Bartow Ford, relating to the purchase of a 2016 ¾ ton 4x4 truck for the Street Department, in the basic amount of Twenty Nine Thousand, Three Hundred Twenty Two Dollars ($29,322), 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.

2. The appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Beard Equipment Company, relating to the purchase of a John Deer 5100E Utility Tractor for the Street Department, in the basic amount of Fifty Two Thousand, Forty Dollars and Forty Eight Cents ($52,040.48), 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.

3. The appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Hub City Ford, relating to the purchase of a 2016 ½ ton 4x4 truck for the Stormwater Department, in the basic amount of Twenty Three Thousand, Nine Hundred Ninety Six Dollars ($23,996), 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.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of __________, 2016.

CITY OF PANAMA CITY BEACH

By: ____________________________________________________________________________
Gayle F. Oberst, Mayor

ATTEST:

Diane Fowler, City Clerk

CONSENT
AGENDA ITEM #
Memorandum
CITY OF PANAMA CITY BEACH

To: Mario Gisbert
CC: Holly White
From: Paul R. Casto
Date: January 8, 2016
Subject: Street Department - John Deere 5100E Utility Tractor

Staff is requesting approval to purchase a John Deere 5100E Utility Tractor, to be used by the Street Department. It was brought to our attention that there is a state contract with John Deere, that enables local governmental agencies to order equipment at a reduced rate. We have used State Contracts before for the purchasing of this type of equipment.

Staff recommends that the Council authorize the City Manager to purchase one John Deere 5100E Utility Tractor with the Florida Sheriff’s Association Contract #21100000-15-1 for Agriculture & Lawn Equipment, copy attached, in the amount of $52,040.48. The Street Department has sufficient funds budgeted in the current year for this purchase.
Selling Equipment

Quote Id: 12618354  Customer Name: CITY OF PANAMA CITY BEACH CASTO, PAUL

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Beard Equipment Company
4625 Hwy 231 North
Panama City, FL 32404
850-769-4844
kcronk@beardequipment.com

---

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Qty</th>
<th>List Price</th>
<th>Discount%</th>
<th>Discount Amount</th>
<th>Contract Price</th>
<th>Extended Contract Price</th>
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<tbody>
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<td>697BLV</td>
<td>5100E Utility Tractor (85 PTO hp)</td>
<td>1</td>
<td>$51,950.00</td>
<td>18.00</td>
<td>$9,351.00</td>
<td>$42,599.00</td>
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<td>0409</td>
<td>English Operators Manual and Decal Kit</td>
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<td>18.00</td>
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<td>1381</td>
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<td>3025</td>
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<td>3320</td>
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<tr>
<td>3420</td>
<td>Dual Stackable Mid Valves with Joystick Control</td>
<td>1</td>
<td>$1,236.00</td>
<td>18.00</td>
<td>$222.48</td>
<td>$1,013.52</td>
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<td>5911</td>
<td>18.4 - 30 In. 8PR R1 Bias</td>
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<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>6040</td>
<td>MFWD (4 Wheel Drive)</td>
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<td>$0.00</td>
<td>18.00</td>
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<td>$0.00</td>
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<td>6701</td>
<td>12.4 - 24 In. 8PR R1 Bias</td>
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<td>$0.00</td>
<td>18.00</td>
<td>$0.00</td>
<td>$0.00</td>
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</tr>
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</table>

Standard Options - Total: $11,514.00

Suggested Price: $63,464.00
Total Selling Price: $52,040.48

---

Confidential

CONSENT
AGENDA ITEM #...
ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Beard Equipment Company
4625 Hwy 231 North
Panama City, FL 32404
850-769-4844
kcronk@beardequipment.com

---

Quote Summary

Prepared For:
City Of Panama City Beach Casto, Paul
110 S Highway 79
Panama City Beach, FL 32413
Business: 850-233-6054

Delivering Dealer:
Beard Equipment Company
Johnny Stone
4625 Hwy 231 North
Panama City, FL 32404
Phone: 850-769-4844
jstone@beardequipment.com

Quote ID: 12618354
Created On: 07 January 2016
Last Modified On: 07 January 2016
Expiration Date: 06 February 2016

<table>
<thead>
<tr>
<th>Equipment Summary</th>
<th>Suggested List</th>
<th>Selling Price</th>
<th>Qty</th>
<th>Extended</th>
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<tbody>
<tr>
<td>JOHN DEERE 5100E Utility Tractor (85 PTO hp)</td>
<td>$63,464.00</td>
<td>$52,040.48</td>
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<tr>
<td>Contract: FL Ag &amp; Lawn Equipment 21100000-15-1</td>
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<tr>
<td>Price Effective Date: May 11, 2015</td>
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Equipment Total: $52,040.48

<table>
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<tr>
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<tr>
<td>Equipment Total</td>
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<tr>
<td>Trade In</td>
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<tr>
<td>SubTotal</td>
</tr>
<tr>
<td>Total</td>
</tr>
<tr>
<td>Balance Due</td>
</tr>
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---

Salesperson: X __________________________  Accepted By: X __________________________

Confidential
Selling Equipment

Quote Id: 12618354  Customer Name: CITY OF PANAMA CITY BEACH CASTO, PAUL

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Beard Equipment Company
4625 Hwy 231 North
Panama City, FL 32404
850-769-4844
kcronk@beardequipment.com

JOHN DEERE 5100E Utility Tractor (85 PTO hp)

Contract: FL Ag & Lawn Equipment 21100000-15-1
Price Effective Date: May 11, 2015

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Qty</th>
<th>List Price</th>
<th>Discount%</th>
<th>Discount Amount</th>
<th>Contract Price</th>
<th>Extended Contract Price</th>
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<td>697BLV</td>
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<td>18.00</td>
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Standard Options - Per Unit

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<th>Extended Contract Price</th>
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<td>3320</td>
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<td>$0.00</td>
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<td>3420</td>
<td>Dual Stackable Mid Valves with Joystick Control</td>
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<td>18.00</td>
<td>$222.48</td>
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<td>6040</td>
<td>MFWD (4 Wheel Drive)</td>
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<td>6701</td>
<td>12.4 - 24 In. 8PR R1 Bias</td>
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<td>$2,072.52</td>
<td>$9,441.48</td>
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Suggested Price $63,464.00  Total Selling Price $63,464.00

Confidential

CONSENT AGENDA ITEM # 3
FLORIDA - Agriculture & Lawn Equipment

Contract Number: 21100000-15-1

Contract Period: September 1, 2015 - June 30, 2017

Eligibility: All governmental agencies, which have a physical presence within the State of Florida. "Governmental agency" means: (a) The United States or any department, commission, agency, or other instrumentality thereof. (b) This state or any department, commission, agency, or other instrumentality thereof. (c) Any local government, as defined in this section, or any department, commission, agency, or other instrumentality thereof. (d) Any school board or other special district, authority, or governmental entity. Any independent, non-profit college or university that is located within the State of Florida and is accredited by the Southern Association of Colleges and Schools.

Quotes and Purchase Orders:
To obtain a quote, contact your local John Deere Dealer. Submit purchase order to your local dealer.

All purchase orders must show John Deere Company as the vendor and reference the contract number.

CONTRACT DETAILS

Quotes
Quotes are valid for 30 days from the creation date of the quote. All quotes created in JDQ2 have creation and expiration dates on the upper right hand corner of the first quote page for your convenience.

Mandatory Price Quote Form
State Agencies ONLY - All Purchase Orders must be accompanied by the Price Quote Form. This Price Quote Form can be located at the following link:


CONSENT
AGENDA ITEM #
Mandatory Acknowledgement of Order Form

State Agencies ONLY - For orders which the Dealer does not have the awarded equipment in stock and cannot deliver the equipment to the agency within fourteen (14) calendar days from receipt of Purchase Order. The Acknowledgement of Order Form shall be completed and issued by the dealer to notify the agency of the receipt of the purchase order. The Dealer shall mail, email, or fax the Acknowledgement of Order Form to the agency within fourteen (14) calendar days from the receipt of the purchase order. Failure of the Dealer to provide the ordering agency the Acknowledgement of Order Form within 14 calendar days of receipt of the purchase order shall be considered acceptance of the order by default, which, if necessary shall require the provision of the next new model of the equipment, which meets the Prices, Discounts, requirements, specifications, terms, and conditions herein. Submission of the Acknowledgement of Order Form is to be the responsibility of the Dealer. Not allowed on this contract.

Non-Contract Equipment

Credit Cards

Allowed. Dealers must have the ability to accept universal card format Purchasing Cards, including American Express, Master Card, and Visa, during the contract term. Dealers may receive payments from Eligible Users by universal card format in the same manner as other credit/debit card purchases. Universal card format Purchasing card acceptance is mandatory, but is not the only method of payment. Credit cards are not accepted for purchases over $5,000.

Special Delivery Obligations

Transportation and Delivery

1. Equipment not in stock or unavailable from manufacturer at time of order must be delivered within one hundred eighty (180) calendar days after receipt of order.
2. Equipment in stock must be delivered within fourteen (14) calendar days after receipt of order or the Equipment from the Manufacturer, with one exception – Equipment requiring post-Manufacturer Dealer installed OEM Options, Accessories, & Implements shall be delivered within thirty (30) calendar days after receipt of the Equipment from the Manufacturer(s).

The Contractor shall give the agency a minimum of twenty-four (24) hour notice prior to delivery. Deliveries shall be received as stipulated by the agency.

Deliveries of awarded Equipment shall be made by either private or common carrier transport. Where deliveries may be accomplished by driving the self-propelled, street-legal, Equipment three (3) road miles or less, the self-propelled Equipment may be driven, under supervision, to the delivery location.

All self-propelled operator occupied Equipment delivered by the Dealer to the agency shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. At the agency’s option, Equipment with less than one-quarter (1/4) tank of fuel at delivery may be rejected or $3.00 per gallon or gallon equivalent up to one-quarter of the Equipment’s fuel tank capacity may be deducted from the invoice and payment.

The Dealer shall perform the standard Manufacturer’s pre-delivery inspection, and is responsible for delivering an awarded Equipment that is properly serviced, clean, and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:


CONSENT
AGENDA ITEM #2
1. Complete lubrication of operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants;

2. Check / Fill all fluid levels to assure proper fill;

3. Adjust engine(s) to proper operating condition(s);

4. Inflate tires to proper pressure;

5. Check to assure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features;

6. Clean equipment, if necessary, and remove all unnecessary tags, stickers, papers, etc.;

7. Assure that the awarded Equipment is completely assembled (unless otherwise noted in the following sub-section) including Base Equipment and OEM Options, Accessories, & Implements, thoroughly tested, and ready for immediate operation upon delivery; and

8. Where applicable, packaged to insure safe delivery to the destination. Each package shall be marked to include the name of the Contractor, the State Term Contract number, Purchase Order number, and brief description of the contents.

All Equipment shall be delivered with each of the following applicable documents completed and included:

1. Copy of the Manufacturer's pre-delivery inspection form, which meets or exceeds the requirement herein;

2. Copy of ordering Agency's Purchase Order;

3. Copy of the applicable Manufacturer(s)'s specification(s);
4. Copy of the Manufacturer's invoice(s) (prices may be deleted or obscured) for each Equipment, including individual Base Equipment and OEM Options, Accessories, & Implements, in the shipment;

5. Manufacturer's Window Sticker(s), if applicable;

6. Manufacturer's Certificate of Origin, if applicable;

7. Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) each of the Manufacturer's lubrication and maintenance instructions;

8. Copy of the Manufacturer's Standard Warranty Certifications;

9. Sales Tax Exemption Form, if applicable;

10. Temporary Tag and twenty (20) day Extension Tag, if applicable; and

11. DHSMV82040, Application for Certificate of Title and/or Vehicle Registration, if applicable.

Deliveries that do not include the above applicable forms and publications, or that have forms that have been altered, or are not properly completed, may be refused! Repeated failures by the Contractor to include the above properly completed forms and publications, or that have submitted altered forms, to the ordering Agency may be cause for default proceedings and / or Contract termination.

These Transportation and Delivery requirements, terms, and conditions also apply to the re-delivery of awarded Equipment that was previously rejected upon initial delivery.

Acknowledgement of Order
For orders which the Dealer does not have the awarded Equipment in stock and cannot deliver the Equipment to the agency within fourteen (14) calendar days, the Acknowledgement of Order form shall be fully completed and issued by the Dealer to notify the ordering agency of the receipt of the Purchase Order for Equipment awarded under the Contract, the Manufacturer's order confirmation information, and the estimated delivery date.

The Dealer shall mail, email, or fax the fully completed Acknowledgement of Order form to the ordering agency's issuing office within fourteen (14) calendar days from the date the Dealer receives the Purchase Order under the Contract. Failure of the Dealer to provide the ordering Agency the Acknowledgement of Order form within fourteen (14) calendar days from the date the Dealer received the Purchase Order shall be considered acceptance of the order by default, which, if necessary, shall require the provision of the next new model of the Equipment, which meets the Prices, Discounts, requirements, specifications, terms, and conditions herein.

Submission of the Acknowledgement of Order form is to be the responsibility of the Dealer without prompting or notification by the Contract Manager or Agency.

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Fees
No fees may be charged.

Financing
Not allowed on this contract.

Leasing
Allowed for local governments or non-state agencies if permitted by their own procurement policies and procedures.

Multiple Unit Discount
Multiple Unit Discounts are allowed. The contract discount plus the multiple unit
discount equals the total discount. Discounts are based on the following schedule:

- 3-4 units - 1%
- 5-6 units - 2%
- 7-8 units - 3%
- 9 units or more - 4%

Sales of 3 or more like self-propelled products sold on the same purchase order are eligible for the Multiple Unit Discount. Self-propelled products must be listed in the same tabbed price book section and included on the same purchase order, with the exception of our utility vehicles. Compatible implements sold with such products also qualify for the Multiple Unit Discount, but do not count as a unit. Frontier Equipment is excluded from the Multiple Unit Discount.

Not allowed on this contract.

Not allowed on this contract.

Not allowed on this contract.

Allowed. Items must be clearly labeled on the purchase order or quote as Trade-in. The agency and the dealer determine the trade-in value.

Not allowed on this contract.

None.

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**PRICE STRUCTURE**

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<thead>
<tr>
<th>Price Book Tabs</th>
<th>Product Descriptions</th>
<th>Discounts off MSRP</th>
<th>Price Page Dates</th>
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<tr>
<td>L25</td>
<td>Lawn Tractors (X300 Series)</td>
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<td>Sub Group 9</td>
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<td>L30</td>
<td>Garden Tractors (X500 and X700 Series)</td>
<td>16%</td>
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CONSENT
AGENDA ITEM #
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<th>Description</th>
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<td>L35</td>
<td>Equipment for Lawn &amp; Garden Tractors</td>
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</tr>
<tr>
<td>C10</td>
<td>Commercial Walk Behind Mowers</td>
<td>21%</td>
<td>30Mar15</td>
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<tr>
<td>C13</td>
<td>Commercial Ztrak Mowers</td>
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<td></td>
<td>Sub Groups 8, 13, 14, 15</td>
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<tr>
<td>C15</td>
<td>Commercial Front Mowers</td>
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<td></td>
<td>Sub Group 12</td>
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<td>C18</td>
<td>Wide Area Mowers</td>
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<td>C20/A2</td>
<td>Compact Utility / Utility Tractors - Greater Than or Equal to 40HP but Less than 75HP - Models 3046R, 4105, 4044M, 4052M, 4066M, 4044R, 4052R, 4066R, 5045E, 5055E, 5065E ONLY</td>
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<td>11May15</td>
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<tr>
<td>C25</td>
<td>Equipment for Compact Utility Tractors</td>
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<td>11May15</td>
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<td></td>
<td>Sub Group 19 &amp; 20</td>
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<td>G10</td>
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<tr>
<td>31</td>
<td>Reel Mowers &amp; Equipment</td>
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<tr>
<td>32</td>
<td>Special Application Mowers &amp; Equipment</td>
<td>22%</td>
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</tr>
<tr>
<td>30</td>
<td>Aeration &amp; Equipment</td>
<td>22%</td>
<td>17Mar15</td>
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<tr>
<td>34</td>
<td>Debris Maintenance &amp; Equipment</td>
<td>22%</td>
<td>17Mar15</td>
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<tr>
<td>35</td>
<td>Recreational Utility Vehicles &amp; Equipment</td>
<td>12%</td>
<td>16Mar15</td>
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<td>2</td>
<td>Mid Duty Crossover Utility Vehicles &amp; Equipment</td>
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<tr>
<td>2</td>
<td>Heavy-Duty Crossover Utility Vehicles &amp; Equipment</td>
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<td>3</td>
<td>Traditional Utility Vehicles &amp; Equipment</td>
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<tr>
<td>3</td>
<td>HPX Utility Vehicles &amp; Equipment</td>
<td>12%</td>
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<td>Sub Group 3</td>
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<td>11May15</td>
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<tr>
<td>A2 5000 E Series (Except 5045E, 5055E &amp; 5065E)</td>
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<tr>
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<th>18%</th>
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<td>5000 M Series (Excludes 5115M, 5075M, 5085M, 5100M)</td>
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<thead>
<tr>
<th>Sub Group 21</th>
<th>18%</th>
<th>25Sep15</th>
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<tbody>
<tr>
<td>A2 6105E</td>
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<thead>
<tr>
<th>Sub Group 21</th>
<th>23%</th>
<th>25Sep15</th>
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</thead>
<tbody>
<tr>
<td>A2 6120E, 6135E</td>
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<tr>
<th>Sub Group 22</th>
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<tr>
<td>A2 Ag Tractors Greater Than or Equal to 110HP but Less Than or Equal to 145HP (Includes 5115M - manually change discount on 5115M from 18% to 23%)</td>
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<table>
<thead>
<tr>
<th>Sub Group 22</th>
<th>23%</th>
<th>11May15</th>
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</thead>
<tbody>
<tr>
<td>A2 Ag Tractors Greater Than 140HP but Less Than 260HP</td>
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<table>
<thead>
<tr>
<th>Sub Group 23</th>
<th>23%</th>
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<tbody>
<tr>
<td>A2 Ag Tractors Greater Than or Equal to 260HP but Less Than 370HP</td>
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<tr>
<th>Sub Group 24</th>
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<tr>
<td>A9 Implements and Equipment</td>
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DELIVERY OBLIGATIONS

PAYMENT REMITTANCE INFORMATION

Remit to Address:
Deere & Company
Ag & Turf CBD & Government Sales
21748 Network Place
Chicago, IL 60673-1217

CONTRACT UPDATES

October 23, 2015 - Added 6105E, 6120E and 6135E, removed 5075M, 5085M, 5100M, A5, A6, A7, Frontier which are not on contract. Added language for the Price Quote Form and the Acknowledgement of Order Form.

September 18, 2015 - Changed discount on 5000M's from 23% to 18%.
September 9, 2015 - Rearranged price page tabs for 5000E's and 5000M's.
MEMORANDUM

Date: January 7, 2016
To: Mario Gisbert
From: Paul Casto, Public Works Director
Subject: ½ Ton 4x4 Truck bid

The Stormwater Department would like to move forward with the purchase of a 2016 4x4 truck.

We would like to piggy back on the bids received by the Utility Department. Staff recommends that the council authorize the City to contract with the awarded bidder, Hub City for $23,996. This purchase was planned for in the current year budget. A suggested motion is provided should the council choose to award it.

Suggested Motion:

Be it resolved that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain purchase order between the City and Hub City in the amount of $23,996.
MEMORANDUM

Date: January 7, 2016
To: Mario Gisbert
From: Paul Casto, Public Works Director
Subject: 3/4 Ton 4x4 Service Body Truck bid

The Street Department would like to move forward with the purchase of a 2016 3/4 Ton 4x4 service body truck.

We would like to piggy back on the bids received by the Utility Department earlier this fiscal year. Staff recommends that the council authorize the City to contract with the awarded bidder, Bartow Ford for $29,322. This purchase was planned for in the current year budget. A suggested motion is provided should the council choose to award it.

Suggested Motion:

Be it resolved that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain purchase order between the City and Bartow Ford in the amount of $29,322.
## BID TABULATION

**UTILITY DEPARTMENT FLEET VEHICLES**  
**NOVEMBER 3, 2015 - 2:15 P.M.**

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>ADDRESS</th>
<th>1/2 TON 4X2</th>
<th>1/2 TON 4X4</th>
<th>3/4 TON 4X2 SERVICE BODY</th>
<th>3/4 TON 4X4 SERVICE BODY</th>
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<tbody>
<tr>
<td>BARTOW FORD - Richard Weissinger</td>
<td>2800 US Highway 98 N. Bartow, Florida 33830</td>
<td>$21,689</td>
<td>$24,227</td>
<td>$26,688</td>
<td>$28,322</td>
</tr>
<tr>
<td>HUB CITY FORD - Joe Windrow</td>
<td>4060 South Ferdon Blvd. Crestview, FL 32536</td>
<td>$21,996</td>
<td>$23,996</td>
<td>$28,996</td>
<td>$31,996</td>
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<tr>
<td><strong>LOW BID</strong></td>
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<td><strong>$21,689</strong></td>
<td><strong>$23,996</strong></td>
<td><strong>$26,688</strong></td>
<td><strong>$28,322.00</strong></td>
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<td></td>
<td><strong>$21,689</strong></td>
<td><strong>$119,980</strong></td>
<td><strong>$26,688</strong></td>
<td><strong>$29,322</strong></td>
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<td><strong>DIVISION</strong></td>
<td>100% Water</td>
<td>(1) 100% Wastewater</td>
<td>(4) 70% Water, 30% WW</td>
<td>100% Wastewater</td>
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<tr>
<td><strong>WATER DIVISION COST</strong></td>
<td></td>
<td>$21,689</td>
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<td><strong>$26,688</strong></td>
<td><strong>$29,322</strong></td>
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<tr>
<td><strong>WASTEWATER DIVISION COST</strong></td>
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<td><strong>$52,791.20</strong></td>
<td><strong>$26,688</strong></td>
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</table>

**TOTAL # OF VEHICLES =** 8  
**TOTAL COST OF VEHICLES =** $197,559.00  
**WATER DIVISION BUDGET EXPENDITURE =** $88,877.80  
**WASTEWATER DIVISION BUDGET EXPENDITURE =** $108,681.20
CONSENT AGENDA

ITEM #4

ORDER
CITY COUNCIL OF THE
CITY OF PANAMA CITY BEACH

IN RE: REQUEST TO ZONE 4.43 ACRES OF LAND TO CH
Submitted by Seahaven Construction LLC and Dennis Pledger
PARCEL NO. 3019-000-000 and 30185-002-000
PROPERTY LOCATED at 8752 Thomas Drive and 3011 Joan Avenue
PANAMA CITY BEACH, FLORIDA

QUASI-JUDICIAL HEARING on ADOPTION of ORDINANCE 1375
No: 01-ZN-16

ORDER

The CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, having received testimony and reviewed the exhibits produced at the Quasi-Judicial Hearing held on this matter on January 14, 2016, hereby makes the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

1. Upon original application of Seahaven Construction, LLC and Dennis Pledger, the owners of 4.43 acres of real property located at 8752 Thomas Drive and 3011 Joan Avenue, near the northwest corner of the intersection of Joan Avenue and Thomas Drive on the City's eastern City limits, to rezone such land from Bay County's designation of C3 to the City's designation of Commercial High Intensity, the City's Planning Board held a properly advertised Quasi-Judicial Hearing to consider the request on November 9, 2016. At the conclusion of the hearing, the Board unanimously recommended approval of the request, which recommendation was incorporated into the Planning Board's Order, Finding of Fact and Conclusions of Law dated November 20, 2015.

2. The City Council held a properly advertised first reading on the captioned ordinance embodying the request on December 10, 2015, at which public comment was invited but...
not received. No testimony or competent substantial evidence was received at this first hearing.

3. The City Council held a properly advertised second reading and Quasi Judicial Hearing on the ordinance embodying the request on January 14, 2015, which the Applicant did attend, and at which competent substantial evidence consisting of testimony and documentation was received. No public comment on the zoning ordinance was received at this hearing.

4. The City Planner testified that the requested zoning designation is consistent in all respects with the City’s Comprehensive Plan and that the request complies with all the procedural requirements of the City’s Land Development Code.

5. The City Planner testified the zoning designation requested would not result in an increase in impacts on local or state facilities, and was compatible with adjacent properties.

CONCLUSIONS OF LAW

6. Pursuant to Section 166.041(3)(c), Florida Statutes and Sections 10.04.03 and 10.07.02 of the City’s Land Development Code, the City Council has jurisdiction to conduct a quasi-judicial hearing on this matter and determine whether the request should be granted by adoption of the captioned ordinance.

7. The proposed zoning request complies with all procedural requirements of the City’s Land Development Code.

8. The requested rezoning designation is consistent with the City’s comprehensive Plan, and maintaining the existing zoning classification is not necessary and will not accomplish a legitimate public purpose and best serve the public interests of the community as a whole.

THEREFORE, IT IS ORDERED AND ADJUDGED that the subject zoning request is hereby GRANTED and accordingly, the captioned Ordinance shall be ADOPTED.

Seahaven/Pledger Zoning
Ord. 1375
01-ZN-16
Page 2 of 3
Parties with standing have the right to appeal this decision by certiorari to the Fourteenth Judicial Circuit Court within thirty (30) days of the date of this Order.

If any part of this Order is deemed invalid or unlawful, the invalid or unlawful part shall be severed from this Order and the remaining parts shall continue to have full force and effect.

DONE this ___ day of _________________, 2016.

______________________________
MAYOR GAYLE F. OBERST

ATTEST:

______________________________
DIANE FOWLER, CITY CLERK
REGULAR AGENDA

ITEM #1

RESOLUTION 16-45
RESOLUTION 16-45

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA; AUTHORIZING A BUDGET AMENDMENT TO PROVIDE FOR THE RECEIPT OF AN ADDITIONAL $40,000 FROM THE FDOT COMPREHENSIVE TRAFFIC ENFORCEMENT GRANT; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, in October, 2015, the City has received notification of award of the FDOT Comprehensive Traffic Enforcement Grant (CTEP) PT-16-12-01 in the amount of $25,000 for overtime salaries and benefits; and

WHEREAS, the City has requested, and has received notification of award of the FDOT Comprehensive Traffic Enforcement Grant (CTEP) PT-16-12-01 in the additional amount of $40,000 for overtime salaries and benefits; and

WHEREAS, a budget amendment is necessary to reflect the revenue to be received from the grant, and the expenditure of for the purposes requested in the grant agreement.

NOW THEREFORE BE IT RESOLVED by the City of Panama City Beach, Florida that:

1. The following budget amendment #12 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 A, to reflect the revenue to be received from the CTEP Grant and its expenditure for the purposes stated therein.

2. This Resolution shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ___ day of _____________, 2016.

CITY OF PANAMA CITY BEACH

By ____________________________
GAYLE F. OBERST, MAYOR

ATTEST:

DIANE FOWLER, CITY CLERK
January 15, 2016

Chief Drew R. Whitman
City of Panama City Beach Police Department
17110 Firenzo Avenue
Panama City Beach, FL 32413

RE: PCBPD Comprehensive Traffic Enforcement Program
Project Number: PT-16-12-01
DOT Contract Number: G0515

Dear Chief Whitman:

This letter is in response to your attached request to amend the referenced highway safety subgrant, which will increase the award amount for this project from $25,000 to $65,000. It is understood that the changes requested on this project will contribute to your agency’s efforts in accomplishing the goals and objectives of the subgrant.

The modifications listed in your attached request are hereby approved and listed as Amendment #1 to the referenced subgrant. Please place copies of the amended pages and your amendment request letter that explains the changes in your permanent project file.

We look forward to continuing to work with you on this project. If you have any questions or need assistance, please contact Pete Cohen at (850) 414-4026.

Sincerely,

Chris Craig, CPM
Traffic Safety Administrator

CC/pc
Enclosures
TO: SF96LMK@dot.state.fl.us
SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT G0515

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #G0515   Contract Type: GD   Method of Procurement: G
Vendor Name: CITY OF PANAMA
Vendor ID: VF59504516012
Beginning date of this Agmt: 10/27/15
Ending date of this Agmt: 09/30/16
Contract Total/Budgetary Ceiling: ct = 65000.00

*******************************************************************************
Description:
PT-16-12-01, PANAMA CITY BCH PD, Comprehensive Traffic Enfor
\etary Program
*******************************************************************************

ORG-CODE   *EQ   *OBJECT   *AMOUNT   *FIN PROJECT   *FCT   *CFDA
(FISCAL YEAR)   *BUDGET ENTITY   *CATEGORY/CAT YEAR
AMENDMENT ID   *SEQ.   *USER ASSIGNED ID   *ENC LINE(68)/STATUS

*******************************************************************************
Action: SUPPLEMENTAL   Funds have been: APPROVED

55 6710000961 *A6   *780000   *40000.00 *19024518401 *174   *20.500
2016   *55150200   *088796/16
8001   *00   *001   *0002/04

TOTAL AMOUNT:   *$   40,000.00

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOYE, CPA, COMPTROLLER
DATE: 01/11/2016

AGENDA ITEM #
To: Chris Craig  
Traffic Safety Administrator  

From: Chief Drew R. Whitman  
Chief of Police  

Date: December 22, 2015  

Subject: CTEP PT-16-12-01 (contract #G0515) Fund Increase  

Dear Mr. Pete Cohen,  

The Panama City Beach Police Department is requesting a $40,000 budget increase to the PCBPD Comprehensive Traffic Enforcement Program subgrant. This increase will continue to allow the Panama City Beach Police Department to work overtime in the area of traffic enforcement, which makes our roadways safer for all residents and visitors to our area.  

We are requesting the following increases to the subgrant:  

<table>
<thead>
<tr>
<th>FROM</th>
<th>TO</th>
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<tbody>
<tr>
<td>$25,000</td>
<td>$65,000</td>
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Pages 1, 7, and 8 of the original subgrant agreement are replaced by the attachment numbered pages and made part of this agreement.  

Sincerely,  

Drew R. Whitman  
Chief of Police  

"Dedicated to Excellence"
**Part I: GENERAL ADMINISTRATIVE INFORMATION**

1. **Project Title:** PCBPD Comprehensive Traffic Enforcement Program

2. **Federal Funding:** $65,000.00  
   **Match:** $0.00  
   **Total Cost:** $65,000.00

3. **Subrecipient Agency:** City of Panama City Beach  
   **Name:** City of Panama City Beach  
   **Address Line 1:** 110 South Arnold Road  
   **City:** Panama City Beach  
   **State:** FL  
   **Zip:** 32413

4. **Implementing Agency:** Panama City Beach Police Department  
   **Name:** Panama City Beach Police Department  
   **Address Line 1:** 17110 Firenzo Avenue  
   **City:** Panama City Beach  
   **State:** FL  
   **Zip:** 32413

5. **Federal ID Number or 29 Digit FLAIR Account Number (State Agencies):** 59-6045116

6. **DUNS Number:** 018095984

7. **Chief Financial Officer:** Holly White  
   **Name:** Holly White  
   **Address Line 1:** 110 South Arnold Road  
   **City:** Panama City Beach  
   **State:** FL  
   **Zip:** 32413  
   **Telephone Number:** (850) 233-5100 ext.  
   **E-Mail Address:** hwhite@pcbgov.com

8. **Project Director:** Rich L. McClanahan, Captain  
   **Name:** Rich L. McClanahan  
   **Address Line 1:** 17110 Firenzo Avenue  
   **City:** Panama City Beach  
   **State:** FL  
   **Zip:** 32413  
   **Telephone Number:** (850) 233-5000 ext.  
   **E-Mail Address:** rmcclanahan@beachpolice.org

9. **Financial Reimbursement Contact:** Holly White  
   **Name:** Holly White  
   **Title:** City Clerk  
   **Telephone Number:** (850) 233-5100 ext.  
   **E-Mail Address:** hwhite@pcbgov.com

10. **Project Activity Contact:** Rich L. McClanahan  
    **Name:** Rich L. McClanahan  
    **Title:** Administrative Captain  
    **Telephone Number:** (850) 233-5000 ext.  
    **E-Mail Address:** rmcclanahan@beachpolice.org

11. **Payment Remittance Address:** Panama City Beach  
    **Address Line 1:** 110 South Arnold Road  
    **City:** Panama City Beach  
    **State:** FL  
    **Zip:** 32413
### Part III: PROJECT DETAIL BUDGET

**Project Title:** PCBPD Comprehensive Traffic Enforcement Program  
**Project Number:** PT-16-12-01  
**FDOT Contract Number:** G0515

Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.

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<th>BUDGET CATEGORY</th>
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Amendment Number: 1 (FDOT Only)  
Effective Date: 01/15/11a (FDOT Only)
### Part III: PROJECT DETAIL BUDGET

**Project Title:** PCBPD Comprehensive Traffic Enforcement Program  
**Project Number:** PT-16-12-01  
**FDOT Contract Number:** G0615

Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.

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Amendment Number: 1 (FDOT Only)  
Effective Date: 01/15/16 (FDOT Only)
CITY OF PANAMA CITY BEACH  
BUDGET TRANSFER FORM BF-10

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<th>ACCOUNT DESCRIPTION</th>
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<th>BUDGET ADJUSTMENT</th>
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<td>Comprehensive Traffic Enforcement Program Grant</td>
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<td>6,040.00</td>
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Check Adjustment Totals: 1,475,679.00  0.00  1,475,679.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To record award of additional federal highway funds from the comprehensive traffic enforcement program (CTEP) grant and appropriation of the same for police department overtime and related benefits.

ROUTING FOR APPROVAL

__________________________________________________________ DEPARTMENT HEAD ____________ DATE ____________________________ CITY MANAGER ____________ DATE

__________________________________________________________ FINANCE DIRECTOR ____________ DATE

BF-10 1/19/2018 4:09 PM
REGULAR AGENDA

ITEM #2

RESOLUTION 16-46
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 ___ day of ____________, 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 Employer 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 Employer 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.

Exhibit A
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 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

PCB/Pebble-Rish, Inc.
Minor Roadway Engineering MSA
Page 3 of 12 Pages

Exhibit A

AGENDA ITEM # 2
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.

PCB/Pride-Risk, Inc
Minor Roadway Engineering MSA
Page 7 of 12 Pages

Exhibit A
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 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)(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:

By: ____________________________

Mario Gisbert, City Manager

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

Hourly Rate Schedule
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<tr>
<th>POSITION</th>
<th>BILLING RATES</th>
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<td>Firm Principal/Sr. Vice President</td>
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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 ______, 20__, (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 ___________.

Engineers total compensation shall be (check one):

____ a stipulated sum of $_________; or

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

Allowance of $_________ for _______________________, and

Allowance of $_________ for _______________________; or

____ a fee determined on a time-involved basis with a maximum cost of $_________; as set forth upon incorporated Attachment B, Fee Breakdown, and shall be paid in monthly installments as specified in the Agreement.

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

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

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

Witness: [name of firm].

__________________________        By: __________________________ Date: __________

__________________________        Its: __________________________

ATTEST:

__________________________        CITY OF PANAMA CITY BEACH, FLA.

__________________________        By: __________________________ Date: __________

City Clerk: __________________________

City Manager

Exhibit A

AGENDA ITEM # 2
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
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):

X 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 ________ months. The date of completion of all work is therefore ________, 2016. 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 Clerk

City Manager
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 contact 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.

**DELIBERABLES**

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**

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Fee</th>
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<tr>
<td>Survey</td>
<td>$7,500.00</td>
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<tr>
<td>Coordination</td>
<td>$3,500.00</td>
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<tr>
<td>Engineering (roadway, sidewalks, stormwater, utilities)</td>
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<tr>
<td>FDEP/ACOE Permitting</td>
<td>$8,500.00</td>
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<tr>
<td>Bidding &amp; Construction Oversight</td>
<td>$5,500.00</td>
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<tr>
<td>Close Out &amp; Certification</td>
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**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

By: ____________________________
Name: Gilbert D. Wilson III, P.E.
Title: President
Witnessed: ____________________________

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

By: ____________________________
Name: Mario Gisbert
Title: City Manager
Witnessed: ____________________________

Page 2 of 3

Exhibit B attachments
**CITY OF PANAMA CITY BEACH**  
**BUDGET TRANSFER FORM BF-10**  

<table>
<thead>
<tr>
<th>FUND</th>
<th>GENERAL ACCOUNT NUMBER</th>
<th>ACCOUNT DESCRIPTION</th>
<th>APPROVED BUDGET</th>
<th>BUDGET ADJUSTMENT</th>
<th>NEW BUDGET BALANCE</th>
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<tbody>
<tr>
<td>TO</td>
<td>001-4100-541.65-84</td>
<td>Colony Club Road</td>
<td>0.00</td>
<td>85,000.00</td>
<td>85,000.00</td>
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<td>FROM</td>
<td>001-8100-999.96-00</td>
<td>Reserves Available for Expenditures</td>
<td>6,863,663.00</td>
<td>(85,000.00)</td>
<td>6,778,663.00</td>
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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  

BF-10 1/22/2016 12:00 PM
REGULAR AGENDA

ITEM #3

RESOLUTION 16-50
RESOLUTION 16-50

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE MASTER SERVICES AGREEMENT WITH PANHANDLE ENGINEERING, 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 LYNDELL LANE SIDEWALK PROJECT IN AN AMOUNT OF $32,000; 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 Panhandle Engineering, 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 Panhandle Engineering, Inc., relating to the survey, design, permitting and construction administration the Lyndell Lane Sidewalk Project, in a total amount of Thirty Two Thousand Dollars ($32,000), 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.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of ____________, 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 – Lyndell Lane Sidewalk

Based on the Resolution that was approved at the last City Council meeting, staff has negotiated a Master Services Agreement with Panhandle Engineering Inc. 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 Panhandle Engineering to perform their first assignment under this agreement.

Task Order 2016-01 provides the tasks necessary to permit and design sidewalk on Lyndell Lane. The proposed 6’ sidewalk is to be placed along the west side of Lyndell Lane to connect pedestrian traffic from Front Beach Road to Back Beach Road. The proposal attached includes services to survey, design, permit and construction administration of this sidewalk project.

Staff recommends approval of this proposal for a total project cost in the amount of $32,000.00. This project is in the CRA budget for this fiscal year and has adequate funds.
MASTER SERVICES AGREEMENT
BETWEEN
CITY OF PANAMA CITY BEACH AND PANHANDLE ENGINEERING, INC.
RELATING TO
PROFESSIONAL ENGINEERING SERVICES
(Minor Roadway, Sidewalks and Multi-Use Trails)

THIS AGREEMENT is made and entered into this 1st day of January, 2016, by and between the CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation (City) and Panhandle Engineering, 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 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, the 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 Employers Liability Insurance for the protection of such of his employees not otherwise protected under such provisions.

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

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

      a) Independent Contractors 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 Engineers 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 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 attorneys fees.

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

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

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

24. PUBLIC RECORDS: The City is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, to the extent that it is determined that Engineer is acting on behalf of City as provided under Section 119.011(2) (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

Exhibit A
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:

Diane Fowler, City Clerk

PANHANDLE ENGINEERING, INC.

By: Chris Forehand, P.E., Vice President
## EXHIBIT A

### Hourly Rate Schedule

**PANHANDLE ENGINEERING, INC.**

### STANDARD BILLING RATES

January 1, 2016

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<th>CLASSIFICATION</th>
<th>HOURLY RATES</th>
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<td>SR ADMIN ASSIST</td>
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<td>EXECUTIVE ADMIN ASSIST/ ACCOUNTING</td>
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</tbody>
</table>

STANDARD BILLING RATES APPLY TO SERVICES PERFORMED MONDAY THRU FRIDAY (8AM-5PM), EXCEPT HOLIDAYS

A FACTOR OF 1.5 IS APPLIED FOR SERVICES PERFORMED AT ALL OTHER TIMES.

STANDARD BILLING RATES DO NOT INCLUDE REIMBURSABLE EXPENSES SUCH AS COPIES, TRAVEL, AND EXPRESS MAIL.

COMPENSATION FOR GEOTECHNICAL, TRAFFIC, ENVIRONMENTAL, AND OTHER SPECIALTY SUBCONSULTANTS ARE NOT INCLUDED IN THE ABOVE TABLE AND WILL BE RECOVERED AT RATES IDENTIFIED BY THE CONSULTANT/ENGINEER PLUS 15% Markup for Coordination.
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 Panhandle Engineering, Inc. RELATING TO MINOR ROADWAY PROFESSIONAL ENGINEERING SERVICES dated ___, 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 Attachment A, Scope of Services, relating to _____________________.

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

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

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

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

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

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

Witness:

PANHANDLE ENGINEERING, INC.

By: ____________________ Date: ____________________
    Chris Forehand, P.E., Vice President

ATTEST:

CITY OF PANAMA CITY BEACH, FLA

By: ____________________ Date: ____________________
    Mario Gisbert, City Manager

Exhibit A
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 Panhandle Engineering 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 Lyndell Lane Sidewalk.

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

- X a stipulated sum of $32,000.00;
- ___ 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 __________ ;
- ___ 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 ______ 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.

By: _______________ Date: _______________

City Manager

City Clerk

AGENDA ITEM # 3
January 21, 2016

Via e-mail

Ms. Kelly P. Jenkins, P.E., CFM
City Engineer/CRA Director
City of Panama City Beach
110 South Arnold Road
Panama City Beach, FL 32413

RE: Lyndell Lane Sidewalk
Task Order 2016-01
PE File #12044

Dear Ms. Jenkins:

Thank you for the opportunity for Panhandle Engineering, Inc. (PE) to provide professional services to the City of Panama City Beach. It is our understanding that the City has budgeted funds to install a 6ft wide pedestrian sidewalk from Front Beach Road to Panama City Beach Parkway (Back Beach Road). The entire route is approximately one mile, however some existing sidewalks exist near Front Beach Road and in front of the City Library and Senior Center. We have prepared a conceptual sidewalk plan for the proposed route which is attached to this proposal.

Based on our conceptual plan, visits to the site, and meetings with City staff, we have prepared a pre-design opinion of probable cost for construction, to be $220,000, which includes contingencies and is in line with the City's budget.

It is assumed that all right of ways are uplands, however the survey may determine that wetlands exist on the route between Tapestry Park and Lyndell Plantation, as you know, sidewalks are exempt from the State ERP Permitting, so no treatment or attenuation is required. Natural vegetated buffers will be utilized where possible for treatment, however, no attenuation will be provided due to the developable area available within the Right-of-Way along the route.

The attached Task Order describes our proposed scope of work for design, plan preparation, bidding, and services during construction.

Our total proposed fee is $32,000.00, which is within the City's budget for the entire project.
Thank you for the opportunity to provide services to the City. If this proposal is acceptable to the City Council, please provide us the City's Standard Task Order.

If you have any questions, please give me a call at 850.596.1235.

Best Regards,

PANHANDLE ENGINEERING, INC.

Chris Forehand, PE
Vice President

Cc: Mr. Paul Casto, Public Works Director, City of Panama City Beach
    Mr. Jim Slonina, President, Panhandle Engineering, Inc.
This Task Order is for the purpose of Panhandle Engineering, Inc. (PE) as the Engineer to provide professional services for the Lyndell Lane Sidewalk to the City of Panama City Beach (City) acting by and through its Council. PE has developed the following scope of services and associated fee schedule. The surveying will be sub-contracted to Preble-Rish, Inc. (PRI).

**DESCRIPTION SCOPE OF SERVICES:**

**SURVEYING** $4,500

PRI previously surveyed the route between Front Beach Rd and Hutchinson Blvd, therefore, we will only need to survey from Hutchinson Blvd (Middle Beach) to Panama City Beach Parkway. The survey will consist of topographical information with one foot contours to include cross sections at 100 foot intervals from Edge of Pavement to the west Right-of-Way line and location of both right of way lines. PRI will also locate all underground, above ground utilities, and other improvements in the Right-of-Way along the proposed path from the edge of pavement to the west Right-of-Way line. PRI will perform all surveying work and will be a sub-consultant to PE.

**DESIGN AND PREPARATION OF CONSTRUCTION PLANS** $18,735

A. Sidewalk Design – $13,735

Panhandle Engineering, Inc. (PE) will provide design to meet minimum requirements of FDOT and City standards to include clear zones, hand rail, handicapped accessibility, slope design, crossings where applicable, appropriate signage as applicable, and minimal surface drainage where needed.

1. Design of the sidewalk improvements will be based on the Florida Green Book, FDOT Design Standards, MUTCD, and ADA.
2. PE will design all driveway and existing sidewalk connection points with necessary ramps, domes, handicapped accessibility, and slope, clear zone and hand rail as applicable.
3. PE will provide details for slope stabilization, erosion control, staging, and technical specifications.
4. PE will provide construction plans with the details for bidding.

B. Meetings - $2,500

PE will attend meetings with the City as required to efficiently complete the services required under this scope of work.

1. Kick-off meeting with City Staff.
2. Preliminary layout meeting at 30% to evaluate options for sidewalk placement.
3. 60% review meeting with City Staff.
4. 90% construction plan review meeting.
5. Meeting with FDOT for permitting.

Exhibit B attachments
C. Permitting - $2,500

1. PE will prepare the FDOT Right-Of-Way Use Permit Application Package and submit to FDOT for approval.

**BIDDING AND SERVICES DURING CONSTRUCTION**

$ 8,765

Panhandle Engineering, Inc. (PE) will provide specifications to City of Panama City Beach in standard template format with detailed bid schedule and advertisement. PE will conduct pre-bid conference or provide a prequalification package (or both) and attend the bid opening. PE will provide award recommendations, and handle contract administration with pay request verification/approval. In addition, PE will provide periodic on-site inspection during construction.

1. PE will provide project Contract Administration during construction through the construction process. Includes preparation of all bidding and contract documents to meet the City of Panama City Beach templates with bid schedules and scope of work.
2. Provide periodic inspection through project duration to include site visits and review of testing.
3. Final Inspection and generation of punch list to the contractor.
4. Review of As-Builts provided by contractor.
5. Certify Project Completion to City and FDOT.

**EXCLUSIONS**

1. All agency permit application fees.
2. Electrical, cable, telephone, gas, water sewer, or other communication utility design/relocation.
3. Dredge and fill plans and permitting.
5. Wetland Delineation / or Environmental Permitting.
6. Advertisement Fees.
7. Copies of Plans for Bidding – PE will charge bidders/plan holders for copies as applicable.
8. Stormwater Attenuation Design/Permitting.
9. Surveying not described above.

**PROPOSED FEE SCHEDULE**

**Professional Services Fees**

<table>
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<tr>
<th>Service Description</th>
<th>Fee</th>
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<tr>
<td>A. Surveying</td>
<td>$4,500</td>
</tr>
<tr>
<td>B. Engineering/Design</td>
<td>$18,735</td>
</tr>
<tr>
<td>C. Bidding/Services During Construction</td>
<td>$8,765</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$32,000</strong></td>
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Panhandle Engineering, Inc.
3005 US Hwy 77
Lynn Haven, FL 32444

By: ________________________________

Name: Chris Forehand, PE.

Title: Vice President

Witnessed: ________________________________

Date: ________________________________

City of Panama City Beach, Florida
110 S. Arnold Road
Panama City Beach, FL 32413

By: ________________________________

Name: Mario Gisbert

Title: City Manager

Witnessed: ________________________________

Date: ________________________________

Exhibit B attachments

AGENDA ITEM # 3
REGULAR AGENDA

ITEM #4

RESOLUTION 16-51
RESOLUTION 16-51

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A BUDGET AMENDMENT FOR THE PURCHASE OF BULLET PROOF VESTS WITH FIRE IMPACT FEES.

Whereas, the Fire Department desires to purchase bullet proof vests for which the scope of the purchase is entirely within the City Manager’s authority to approve, but staff has determined it is possible to fund the purchase entirely with fire impact fees for which a budget amendment must be approved by the City Council.

NOW THEREFORE, BE IT RESOLVED by the City of Panama City Beach, Florida that the following budget amendment (#14) 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 A, to appropriate fire impact fees from the General Fund for the purchase of bullet proof vests for the Fire Department.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ___ day of __________________, 2016.

CITY OF PANAMA CITY BEACH

By: ____________________

Gayle F. Oberst, Mayor

ATTEST:

Diane Fowler, City Clerk

Resolution 16-51
Ship To:
PANAMA CITY BEACH FIRE RESC
17121 Panama City Beach Parkway
Panama City Beach, FL 32413
Contact: D/C Larry Couch
Phone: 850-233-5120

Bill To:
PANAMA CITY BEACH FIRE RESC
17121 Panama City Beach Parkway
Panama City Beach, FL 32413

Quotation
Number............................: QT_00387611-1
Date...............................: 1/15/2016
Sales order......................:
Requisition......................:
Your ref..........................: jmontgomer
Quotation deadline.............: 2/13/2016
Payment...........................: Net 30
Sales Rep........................: jmontgomer
Terms of delivery...............: Supplier Pays Freight

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<th>Description</th>
<th>Size</th>
<th>Color</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit price</th>
<th>Amount</th>
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<td>EA</td>
<td>513.00</td>
<td>5,130.00</td>
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<td>EA</td>
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<td>3,249.00</td>
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This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be re-calculated at the time of shipment to ensure they take into account the most current local tax information.

Notes:
All pricing is per Florida state body armor contract 680-850-11-1
QUOTE INCLUDES ON-SITE SIZING TRAINING AND SHIPPING

Sales balance: 8,379.00
Total discount: 0.00
S&H: 0.00
Sales tax: 0.00
Total: 8,379.00 USD

AGENDA ITEM #
CITY OF PANAMA CITY BEACH
BUDGET TRANSFER FORM BF-10

<table>
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<th>FUND</th>
<th>GENERAL ACCOUNT NUMBER</th>
<th>ACCOUNT DESCRIPTION</th>
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Check Adjustment Totals: 1,176,642.00  0.00  1,176,642.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:

To appropriate funds from General Fund restricted reserves (specifically fire impact fees)
for the purchase of bullet proof vests

ROUTING FOR APPROVAL

DEPARTMENT HEAD DATE

CITY MANAGER DATE

FINANCE DIRECTOR DATE
REGULAR AGENDA

ITEM #5*

RESOLUTION 16-52
RESOLUTION 16-52

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A BUDGET AMENDMENT FOR THE CITY’S PORTION OF THE JOAN AVENUE INTERSECTION IMPROVEMENT PROJECT TO BE UNDERTAKEN BY BAY COUNTY.

BE IT RESOLVED by the City of Panama City Beach, Florida that the following budget amendment (#15) 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 A, to appropriate funds from the CRA Reserves to pay the City’s 50% share of the costs of the Joan Avenue Intersection Improvement Project to be undertaken by the County.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ___ day of _____________, 2016.

CITY OF PANAMA CITY BEACH

By: ____________________________ Gayle F. Oberst, Mayor

ATTEST:

_____________________________ Diane Fowler, City Clerk
Memorandum

To: Mario Gisbert
CC: Holly White
From: Paul Casto
Date: January 20, 2016
Subject: Intersection Improvements Cost Sharing with Bay County – Joan Avenue & Thomas Drive Intersection

The intersection at Joan Avenue & South Thomas/Thomas Drive is jointly owned by The City of Panama City Beach and Bay County. In August 2008 a transfer agreement was executed through the CRA for maintenance of all of South Thomas Drive. Bay County has requested the City pay for half the cost of the proposed improvements at this intersection. The improvements include resurfacing all four approaches, improvements to the sidewalks and an installation of mast arm traffic signals (see Exhibit A). Additionally, we have spoken with the Bay County Stormwater Department and they anticipate these improvements will help rectify some of the flooding issues in this area.

On October 23, 2015 the County received four bids. C.W. Roberts Contracting, Inc. was the lowest responsive bidder at $319,462.35. The cost for the mast arm traffic signal work (materials only) is $77,074.00. Bay County is proposing to do a majority of the labor necessary for the signal installation. The total cost for improvements would be $396,536.00. The portion requested by the County for payment by the City through cost sharing would be $198,268.00. We have attached an e-mail from Keith Bryant confirming costs (see attached e-mail).

The County executed the Notice to Proceed and work will commence Friday January 22, 2016. The County is anticipating that this work will be completed before Spring Break 2016.

Staff recommends approval of cost sharing for the proposed improvements with Bay County. Funds for these improvements were not budgeted in this fiscal year. Attached is a budget amendment to transfer these funds from the CRA Reserves.
From: Kathy Younce
To: Paul Casto
Subject: FYI

FYI

From: Keith Bryant [mailto:kbryant@baycountyfl.gov]
Sent: Wednesday, January 20, 2016 7:22 AM
To: Paul Casto <pcasto@pcbgov.com>
Cc: Mel Leonard <mleonard@pcbgov.com>
Subject: Joan Ave at Thomas Drive Cost

Paul,

The cost for the roadway work will be completed by C.W. Roberts. This cost is $319,462. The cost for the signal work (materials only) is $77,074. Bay County forces will do the majority of labor for the signal work.

It looks like the final cost will be $396,536. We are a little below our initial estimate of $400,000.

Please let me know if you have any questions.

Thanks,

Keith

Please Note: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.
### CITY OF PANAMA CITY BEACH
### BUDGET TRANSFER FORM BF-10

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<th>FUND</th>
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<th>ACCOUNT DESCRIPTION</th>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT**

To appropriate funds from CRA reserves for 1/2 of the intersection improvements at Joan Avenue and South Thomas Drive per agreement with Bay County.

---

**ROUTING FOR APPROVAL**

_________________________ DEPARTMENT HEAD ___________ DATE: ____________________________ CITY MANAGER ___________ DATE: ____________________________

_________________________ FINANCE DIRECTOR ___________ DATE: ____________________________
REGULAR AGENDA

ITEM #6

RESOLUTION 16-53
RESOLUTION 16-53

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and Marshall Brothers, Inc., relating to the construction of the Loop Road from North Pier Park Drive to Highway 79, in the basic amount of $3.55 Million Dollars ($3,550,000), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of _____________, 2016.

CITY OF PANAMACITY BEACH

By ____________________________
GAYLE F. OBERST, MAYOR

ATTEST:

DIANE FOWLER, CITY CLERK
The Loop Road is a proposed roadway that will start at Highway 79 at the Gulf Power easement, run east approximately 3800 feet where it will then head south approximately an additional 3800 feet to tie into the existing dead end of the North Pier Park Roadway. This is the first phase in creating an alternate route or bypass that will extend from Highway 79 along the Gulf Power Easement east which will eventually tie in to Nautilus Street (see attached Exhibit A). A joint agreement was executed between St. Joe and the City of Panama City Beach to complete this project. St. Joe hired Preble-Rish Inc. (PRI) to complete the construction plans and specifications for this project.

The project was publicly advertised and five (5) bidders responded with sealed bids by the required date and time. Bids were publicly opened on January 19th at 2:00 PM. After reviewing the bid documents, 5 bidders were found to be fully responsive, and Marshall Brothers, Inc. was determined to be the lowest fully responsive and responsible bidder. However, because all bids submitted exceeded the City's projected budget for the project, PRI and City staff negotiated a few value engineering items with the low bidder, Marshall Brother's Inc. to see if the proposed bid could be brought within the City’s budget. PRI recommends that the contract be awarded to the lowest responsive and responsible bidder Marshall Brothers, Inc., with value engineering implemented, for the lump sum contract amount of $3.55 Million. The updated bid schedule and breakdown from Marshall Brother’s Inc. is included in Exhibit B. The consultant’s recommendation, original bid tabulation and a draft agreement are also attached for review. Staff concurs with the award recommendation and further recommends approval by Council. Both the general and the utility budgets have adequate funds available to cover their share of project costs. This project is included in the current fiscal year budget and is expected to be completed in November 2016.
Loop Road Options
Sections 7, 8, 16, 17 and 21 of T35 R16W
Bay County, FL

Legend
- Proposed Connector Road
- PCB Nuisance Extension Option
- Loop Road Segment One
- Low Quality Wetlands
- High Quality Wetlands
- St. Joe Property Boundary

Reference

The above graphic is to be utilized for planning, programming, and decision making purposes. The information shown is current as of the date the graphic was prepared and is not intended to be an exact representation of the area. The graphic is intended to illustrate the relative locations of development and environmental features and should not be used for engineering or legal purposes.

2/5/2015
St. Joe Company GIS
Galen W. Press Jr.
Exhibit A
### Detailed MBI Bid Breakdown
**City of Panama City Beach Loop Road**

PRI PN: 190.248

<table>
<thead>
<tr>
<th>Marshall Brothers bid/unpriced</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Roadway &amp; Stormwater w/ excavation &amp; fill</td>
<td>$2,464,720.00</td>
</tr>
<tr>
<td>Utilities w/ excavation &amp; fill</td>
<td>$934,008.00</td>
</tr>
<tr>
<td>Gayle's Trench w/ excavation &amp; fill</td>
<td>$151,272.00</td>
</tr>
<tr>
<td>Total Lump Sum bid</td>
<td>$3,550,000.00</td>
</tr>
<tr>
<td>ITEM</td>
<td>DESCRIPTION</td>
</tr>
<tr>
<td>------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>1</td>
<td>MOBILIZATION (52%)</td>
</tr>
<tr>
<td>2</td>
<td>LAYOUT/AS-BUILT (52%)</td>
</tr>
<tr>
<td>3</td>
<td>TESTING AND FLUSHING (81%)</td>
</tr>
<tr>
<td>4</td>
<td>BONDS AND INSURANCE (52%)</td>
</tr>
<tr>
<td>5</td>
<td>EROSION CONTROL/SILT FENCE (90.5%)</td>
</tr>
<tr>
<td>6</td>
<td>OBTAIN AND MANAGE NPDES PERMIT</td>
</tr>
<tr>
<td>7</td>
<td>GENERAL SUBTOTAL</td>
</tr>
</tbody>
</table>

ROADWAY

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>PLAN QUANTITY</th>
<th>UNIT</th>
<th>ITEM COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>CONSTRUCT ASPHALT ROADWAY INCLUDING BUT NOT LIMITED TO ASPHALT, LIMEROCK STABILIZATION, SUBGRADE, CLEARING/DEMOLITION, FILLING, REMOVE AND REPLACE UNSUITABLE MATERIAL, AND TYPE E CURB AS SHOWN IN THE CONSTRUCTION PLANS.</td>
<td>1</td>
<td>LS</td>
<td>$672,530</td>
</tr>
<tr>
<td>9</td>
<td>ROADWAY SUBTOTAL</td>
<td></td>
<td></td>
<td>$672,530</td>
</tr>
</tbody>
</table>

UTILITIES

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>PLAN QUANTITY</th>
<th>UNIT</th>
<th>ITEM COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>FURNISH AND INSTALL WATER SYSTEM, INCLUDING BUT NOT LIMITED TO CLEARING/DEMOLITION, FILLING, ALL WATER MAINS WITH VALVES, FITTINGS, AND WITH ASSOCIATED APPURTENANCES AND FIRE HYDRANTS AS SHOWN IN CONSTRUCTION PLANS.</td>
<td>1</td>
<td>LS</td>
<td>$195,000</td>
</tr>
<tr>
<td>11</td>
<td>FURNISH AND INSTALL REUSE WATER SYSTEM, INCLUDING BUT NOT LIMITED TO CLEARING/DEMOLITION, FILLING, ALL REUSE WATER MAINS WITH VALVES, FITTINGS, AND WITH ASSOCIATED APPURTENANCES AND DIRECTIONAL BORES AS SHOWN IN CONSTRUCTION PLANS.</td>
<td>1</td>
<td>LS</td>
<td>$365,470</td>
</tr>
<tr>
<td>12</td>
<td>FURNISH AND INSTALL FORCE MAIN SYSTEM, INCLUDING BUT NOT LIMITED TO CLEARING/DEMOLITION, FILLING, ALL FORCE MAINS WITH VALVES, FITTINGS, AND WITH ASSOCIATED APPURTENANCES AND DIRECTIONAL BORES AS SHOWN IN CONSTRUCTION PLANS.</td>
<td>1</td>
<td>LS</td>
<td>$335,370</td>
</tr>
<tr>
<td>13</td>
<td>UTILITIES SUBTOTAL</td>
<td></td>
<td></td>
<td>$865,840</td>
</tr>
</tbody>
</table>

STORMWATER

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>PLAN QUANTITY</th>
<th>UNIT</th>
<th>ITEM COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>PERFORM GRADING. CONSTRUCT STORMWATER FEATURES INCLUDING PONDS, DRAINAGE STRUCTURES, HEADWALLS, EXCAVATE AND HAUL OFF UNSUITABLE MATERIALS WITHIN THE STORMWATER POND AREA AS DETAILED ON CONSTRUCTION PLANS.</td>
<td>1</td>
<td>LS</td>
<td>$691,420</td>
</tr>
<tr>
<td>15</td>
<td>STORMWATER SUBTOTAL</td>
<td></td>
<td></td>
<td>$691,420</td>
</tr>
</tbody>
</table>

MULTI-USE PATH

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>PLAN QUANTITY</th>
<th>UNIT</th>
<th>ITEM COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>16</td>
<td>CONSTRUCT ASPHALT MULTI-USE PATH INCLUDING BUT NOT LIMITED TO ASPHALT, LIMEROCK STABILIZATION, SUBGRADE, CLEARING/DEMOLITION, AND FILL AS SHOWN IN THE CONSTRUCTION PLANS.</td>
<td>1</td>
<td>LS</td>
<td>$138,910</td>
</tr>
<tr>
<td>17</td>
<td>MULTI-USE PATH SUBTOTAL</td>
<td></td>
<td></td>
<td>$138,910</td>
</tr>
</tbody>
</table>

TOTAL SUBTOTAL $2,550,000

Exhibit B6
AGENDA ITEM # 6
January 22, 2016

VIA E-MAIL (mglfbtd41Pcbaoy.cpm)

Mr. Mario Gisbert
City Manager
City Panama City Beach
116 South Arnold Road
Panama City Beach, Florida 32413

RE: City of Panama City Beach
Loop Road - Recommendation to Award Contract
PRI Project No. 190.248

Dear Mr. Gisbert:

The City of Panama City Beach (PCB) received bids for the referenced project at 2:00 p.m. CST on January 19, 2016.

A detailed Engineer-Certified Bid Tabulation is attached and labeled as Exhibit A. Marshall Brothers, Inc. (MBI) was determined to be the lowest responsible and responsive bidder with a total lump sum bid of $3,667,740.00. At the direction of the City of PCB, Preble Rish, Inc. (PRI) negotiated with MBI in an effort to reduce construction cost. PRI recommends that the City of PCB award the contract to MBI for a total lump sum of $3,550,000.00.

In addition, we are submitting two copies of the Agreement (Section 00050) and two copies of the Notice of Award (00080) for the City’s review and execution by the City Council.

If you have any questions or comments, please give me a call at 850.522.0844.

Sincerely,
PREBLE-RISH, INC.

Jonathan Sklarski, P.E.
Regional Manager

cc: Clifford D Wilson III, PE – (via email wilsonc@preble-rish.com)
Kelly Jenkins, PE – (via email kjenkins@pcbgov.com)
Paul Casto – (via email pcasto@pcbgov.com)

K:\190.248 Loop Road\Specs\Bid ng\Award Documentation\190.248_Gisbert_Award Recommendation_01.22.16.docx

203 ABERDEEN PARKWAY, PANAMA CITY, FL 32406 P (850) 822-0844 F (850) 822-1011

PORT ST. JOE • BLOUNTSTOWN • SANTA ROSA BEACH
FT. WALTON BEACH • FREEPORT • TALLAHASSEE • MONTICELLO • QUINCY • CRAWFORDVILLE
PENSACOLA • LAKE CITY • MARIANNA • DAPHNE, AL • PORT-AU-PRINCE, HAITI
## BID TABULATION - EXHIBIT A
### CITY OF PANAMA CITY BEACH LOOP ROAD

**PRI PN: 190.248**

<table>
<thead>
<tr>
<th>Company</th>
<th>Total Lump Sum Bid</th>
<th>Bid Bond</th>
<th>Bid Bond</th>
<th>Trench Safety Act</th>
<th>Public Entity Business Statement</th>
<th>Sales/Tax Exemption Addendum</th>
<th>Addenda No. 1 Acknowledged</th>
<th>Addenda No. 2 Acknowledged</th>
<th>Addenda No. 3 Acknowledged</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Sand &amp; Asphalt Paving</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Anderson Columbia</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.W. Roberts Contracting</td>
<td>$4,143,550.00</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>C-Mills Construction</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GAC Contractors</td>
<td>$4,146,695.19</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Gulf Coast Utility Contractors</td>
<td>$4,797,500.00</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Marshall Brothers Industrial</td>
<td>$3,667,740.00</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
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<tr>
<td>Phoenix Construction</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Roberts &amp; Roberts</td>
<td>$4,262,700.00</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
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<tr>
<td>Royal American Construction</td>
<td></td>
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</tbody>
</table>
THIS AGREEMENT is made this _____ day of ___________________ , 20___
by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and Marshall Brothers, Inc., doing business as a Corporation (an individual), or (a partnership), or (a corporation), having a business address of 2305 Transmitter Rd., Panama City, FL 32404 (hereinafter called "CONTRACTOR") , for the performance of the Work (as that terms is defined below) in connection with the construction of Loop Road ("Project"), to be located at Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by Preble-Rish, Inc. the Engineer of Record (hereinafter called "Engineer") and all other Contract Documents hereafter specified.

OWNER and CONTRACTOR, for the consideration herein set forth, agree as follows:

1. The CONTRACTOR shall furnish, at its sole expense, all supervision, labor, equipment, tools, material, and supplies to properly and efficiently perform all of the work required under the Contract Documents and shall be solely responsible for the payment of all taxes, permits and license fees, labor fringe benefits, insurance and bond premiums, and all other expenses and costs required to complete such work in accordance with this Agreement (collectively the "Work"). CONTRACTOR'S employees and personnel shall be qualified and experienced to perform the portions of the Work to which they have been assigned. In performing the Work hereunder, CONTRACTOR shall be an independent contractor, maintaining control over and having sole responsibility for CONTRACTOR'S employees and other

AGREEMENT

00050-1
personnel. Neither CONTRACTOR, nor any of CONTRACTOR'S sub-contractors or sub-subcontractors, if any, nor any of their respective employees or personnel, shall be deemed servants, employees, or agents of OWNER.

2. The CONTRACTOR will commence the Work required by the Contract Documents within ten (10) calendar days after the date of the NOTICE TO PROCEED to be issued by OWNER in writing within thirty (30) calendar days from the date of this Agreement and will achieve Substantial Completion of the Work within 270 days of the required commencement date, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"). Final Completion of the Work shall be achieved by CONTRACTOR within the time period set forth in Section 15.2 of Section 00100, General Conditions.

3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of $500 for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of the General Conditions.

4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of $3,550,000.00 as shown in the BID SCHEDULE, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").

5. The term "Contract Documents" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

Section 00010        ADVERTISEMENT FOR BIDS
                     AGREEMENT  00050-2
INFORMATION FOR BIDDERS
BID PROPOSAL FORM
BID BOND
AGREEMENT
PERFORMANCE BOND
PAYMENT BOND
NOTICE OF AWARD
NOTICE TO PROCEED
STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
TRENCH SAFETY ACT CERTIFICATE OF COMPLIANCE
PUBLIC ENTITY CRIMES STATEMENT
CERTIFICATE OF INSURANCE
GENERAL CONDITIONS
SUPPLEMENTAL CONDITIONS

DRAWINGS prepared by Preble-Rish, Inc.

numbered _Cover Sheet through D6_ and dated _December 2015_.

SPECIFICATIONS prepared or issued by Preble-Rish, Inc.
dated _December 2015_.

ADDENDA
No. 1, dated _January 8_, 2016
No. 2, dated _January 13_, 2016
No. 3, dated _January 15_, 2016
No. ___, dated ______________, 20___
The Contract Documents also includes any written amendments to any of the above signed by the party to be bound by such amendment. The Contract Documents are sometimes referred to herein as the "Agreement".

6. The OWNER will pay the Contract Price to the CONTRACTOR in the manner and at such times as set forth in Contract Documents.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. This Agreement shall be governed by the laws of the State of Florida.

9. All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

If to Owner:

________________________________________
City of Panama City Beach
110 South Arnold Road
Panama City Beach, FL 32413

ATTENTION: Mario Gisbert, City Manager
Fax No.: (850) 233-5108

If to Contractor:

________________________________________
Marshall Brothers, Inc
2305 Transmitter Road
Panama City, FL 32404

ATTENTION: _____________________________
Fax No.: 850-271-0293

AGREEMENT 00050-4
 Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

10. CONTRACTOR recognizes that OWNER is exempt from sales tax and may wish to generate sales tax savings for the Project. Accordingly, to the extent directed by and without additional charge to OWNER, CONTRACTOR shall comply with and fully implement the sales tax savings program as more fully described in the Sales Tax Exemption Addendum. If required by OWNER, the Sales Tax Exemption Addendum shall be made a part of the Contract Documents, the form of which is set forth in Section 00808.

11. The failure of OWNER to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

12. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.

13. Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.
14. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

15. For this Project, OWNER has designated a Project Representative to assist OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by OWNER for this Project, shall be Preble-Rish, Inc., Jonathan Sklarski, P.E., Regional Manager.

16. CONTRACTOR acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the OWNER, PROJECT REPRESENTATIVE, or ENGINEER may be responsible, in whole or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONTRACTOR expressly acknowledges and agrees that it shall receive no damages for delay. CONTRACTOR's sole remedy, if any, against OWNER will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This section shall expressly apply to claims for early completion, as well as to claims based on late completion. Notwithstanding
the foregoing, if the Work is delayed due to the fault or neglect of OWNER or anyone for whom OWNER is liable, and such delays have a cumulative total of more than 90 calendar days, CONTRACTOR may make a claim for its actual and direct delay damages accruing after said 90 calendar days as provided in Section 00805 Supplemental Conditions, Contract Claims and Changes. Except as expressly set forth in this section, in no event shall OWNER be liable to CONTRACTOR whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

17. INSURANCE - BASIC COVERAGEs REQUIRED

The CONTRACTOR shall procure and maintain the following described insurance on policies and with insurers acceptable to OWNER. Current Insurance Service Office (ISO) policies, forms, and endorsements or equivalents, or broader, shall be used where applicable.

These insurance requirements shall not limit the liability of the CONTRACTOR. The insurance coverages and limits required of CONTRACTOR under this Agreement are designed to meet the minimum requirements of OWNER and the OWNER does not represent these types or amounts of insurance to be sufficient or adequate to protect the CONTRACTOR'S interests or liabilities. CONTRACTOR alone shall be responsible to the sufficiency of its own insurance program.

The CONTRACTOR and the CONTRACTOR'S subcontractors and sub-subcontractors shall be solely responsible for all of their property, including but not limited to any materials, temporary facilities, equipment and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to
such property. The CONTRACTOR and the CONTRACTOR’S sub-contractors and sub-subcontractors expressly waive any claim against OWNER arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the OWNER or anyone for whom the OWNER is responsible. The CONTRACTOR is obligated to include, or cause to be included, provisions similar to this paragraph in all of the CONTRACTOR’S subcontracts and its subcontractors’ contracts with their sub-subcontractors.

The CONTRACTOR’S deductibles/self-insured retention’s shall be disclosed to OWNER and are subject to OWNER’S approval. They may be reduced or eliminated at the option of OWNER. The CONTRACTOR is responsible for the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss shall be the responsibility of CONTRACTOR and shall not be greater than $25,000, unless otherwise agreed to, in writing, by OWNER.

Insurance required of the CONTRACTOR or any other insurance of the CONTRACTOR shall be considered primary, and insurance of OWNER shall be considered excess, as may be applicable to claims or losses which arise out of the Hold Harmless, Payment on Behalf of OWNER, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

**WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY INSURANCE COVERAGE**

The CONTRACTOR shall purchase and maintain workers’ compensation and employers’ liability insurance for all employees engaged in the Work, in accordance with the laws of the State of Florida, and, if applicable to the Work, AGREEMENT 00050-B.
shall purchase and maintain Federal Longshoremen's and Harbor Workers' Compensation Act Coverage. Limits of coverage shall not be less than:

<table>
<thead>
<tr>
<th></th>
<th>Limit Each Accident</th>
<th>Limit Disease Aggregate</th>
<th>Limit Disease Each Employee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,000,000</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The CONTRACTOR shall also purchase any other coverage required by law for the benefit of employees.

The CONTRACTOR shall provide to OWNER an Affidavit stating that it meets all the requirements of Florida Statute 440.02 (15) (d).

**COMMERCIAL GENERAL LIABILITY COVERAGE**

CONTRACTOR shall purchase and maintain Commercial General Liability Insurance on a full occurrence form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Products and Completed Operation Liability Coverages and shall not exclude coverage for the “X” (Explosion), “C” (Collapse) and “U” (Underground) Property Damage Liability exposures. Limits of coverage shall not be less than:

<table>
<thead>
<tr>
<th>Bodily Injury, Property Damage &amp; Personal Injury Liability</th>
<th>$1,000,000 Combined Single Limit Each Occurrence, and</th>
<th>$2,000,000 Aggregate Limit</th>
</tr>
</thead>
</table>

The General Aggregate Limit shall be specifically applicable to this Project. The Completed Operations Liability Coverages must be maintained for a period of not AGREEMENT 00050-9
less than three (3) years following OWNER'S final acceptance of the project.

The CONTRACTOR shall add OWNER as an additional insured through the use of Insurance Service Office Endorsements No. CG 20.10.10.01 and No. CG 20.37.10.01 wording or equivalent, or broader, an executed copy of which shall be attached to or incorporated by reference on the Certificate of Insurance to be provided by CONTRACTOR pursuant to the requirements of the Contract Documents.

BUSINESS AUTOMOBILE LIABILITY COVERAGE

The CONTRACTOR shall purchase and maintain Business Automobile Liability Insurance as to ownership, maintenance, use, loading and unloading of all of CONTRACTOR’S owned, non-owned, leased, rented or hired vehicles with limits not less than:

| Bodily Injury & Property Damage | $1,000,000 Combined Single Limit Each Accident |

EXCESS OR UMBRELLA LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverages as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverages with no gaps in continuity of coverages or limits with OWNER added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than $10,000,000, each occurrence and

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aggregate as required by OWNER.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in two (2) copies each of which shall be deemed an original on the date first written above.

(SEAL)

OWNER:
CITY OF PANAMA CITY BEACH,
FLORIDA
BY: ____________________________
NAME: __________________________
(Please type)
TITLE: __________________________

ATTEST:
City Clerk

City Attorney (as to form only)

CONTRACTOR:
BY: ____________________________
NAME: __________________________
(Please Type)
ADDRESS: _______________________

[END OF SECTION 00050]