RESOLUTION 17-46

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 Gulf Power Company, relating to the installation of street light poles and the associated equipment for the Colony Club - Nautilus Connection project, in the basic amount of Thirty Seven Thousand Three Hundred Seventy Five Dollars ($37,375), in substantially the form attached and presented to the Council today, draft dated December 13, 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 12th day of January, 2017.

CITY OF PANAMA CITY BEACH

By: [Signature]
Mike Thomas, Mayor

ATTEST:

[Diane Fowler, City Clerk]
CITY OF PANAMA CITY BEACH
AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
   Public Works/Kelly Jenkins

2. MEETING DATE:
   01/12/2017

3. REQUESTED MOTION/ACTION:
   Approve agreement for Colony Club - Nautilus Connection project with the Gulf Power company in the amount of $37,375.00.

4. AGENDA
   PRESENTATION
   PUBLIC HEARING
   CONSENT ✓
   REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES ✓ NO □ N/A □
   BUDGET AMENDMENT OR N/A
   DETAILED BUDGET AMENDMENT ATTACHED YES □ NO □ N/A ✓

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
   The Colony Club - Nautilus Connection project was awarded to Roberts and Roberts, Inc. at the November 10, 2016 Council Meeting. In that memo, we reference that staff would come back to Council with an agreement with Gulf Power for the installation of street light poles and the associated equipment. I have attached a contract agreement in the amount of $37,375.00 for Gulf Power to complete this installation. This additional work was included in the previous budget amendment and therefore has adequate funds.

   Attached is a copy of the proposed agreement and associated drawing (Exhibit A). Staff recommends approval of the agreement with Gulf Power Company.
GULF POWER COMPANY
CONTRACT FOR STREET AND
GENERAL AREA LIGHTING SERVICE
RATE SCHEDULE OS (PART I/II)

Form 5

Customer Name: CITY OF PANAMA CITY BEACH

Date: 12/13/2016

Contract No.: 16-3219

DBA

Telephone No.: 850-233-5100

Tax I. D. (if applicable)

Street Address (Subdivision, etc.) of Light(s)

Billing Address: 110 SOUTH ARNOLD, PANAMA CITY BEACH, FL 32413

Driving Directions: WEST ON HUTCHISON TO CLARA AVE, NORTH ON CLARA AVE TO PCB PKWY

WEST ON PCB PKWY NEW COLONY CLUB ACCESS ROAD

Location of Light(s): NEW COLONY CLUB ACCESS ROAD

Meter No.: 

Account No.: 50752-84011

JETS WO No.: 71A0XX

The Applicant requests Gulf Power Company to furnish the facilities described on Sheet No. 7.16.1 and the necessary electric energy for the operation thereof and hereby agrees to take and pay for the same in accordance with and subject to the Company's Rate Schedule "OS (PART I/II)" and Rules and Regulations for Electric Service on file in its office and on file with the Florida Public Service Commission or any changes therein as approved by the Florida Public Service Commission. In consideration of the supplying and maintenance of said electric current and facilities the Applicant hereby grants to Gulf Power Company, the right to construct, operate, and maintain upon, over, under, and across the premises located at the above service address its poles, lines, facilities, and appliances necessary in connection therewith for the transmission of electric power together with the rights of ingress and egress to and from said lines and the right to cut and keep clear all trees and other obstructions that may injure or endanger said lines. All fixtures, equipment and material used in the construction, operation, and maintenance of said facilities shall remain at all times the property of Gulf Power Company. The contract term as provided by Rate Schedule "OS (PART I/II)" shall be for an initial period of not less than three (3) years. Additional facilities required for the installation may constitute a longer term. At the time Gulf Power Company begins to install any facilities applied for herein, this application becomes a contract for a term of five (5) years and thereafter from year to year until terminated by notice to either party by the other. Any damage done by vandalism shall be handled in accordance with the provisions of Rate Schedule "OS (Part I/II)". The location of said facilities shall be as specified by the Applicant and the Company shall be held harmless in connection therewith or the use thereof. Should the Applicant discontinue this service before the expiration of the full term of contract all unpaid charges for the full term shall immediately become due and payable. In the event the supply of electric current should be interrupted or fail by reason of accident, or condition beyond the control of Gulf Power Company, the service shall be restored within a reasonable time and such interruption shall not constitute a breach of the contract, nor shall Gulf Power Company be liable for damages by reason of such interruption or failure. For street lights, lamps are located on MAP which is hereto appended and made a part hereof.

GULF POWER COMPANY

Application Taken By: TOM SHAW

Approved by: FOSTER L. WARE, III

Authorized Company Representative

Date

CUSTOMER

Customer (print)

Title

Signature

Date

ISSUED BY: S. W. Connally, Jr.

EFFECTIVE: January 1, 2014

Exhibit A
### FACILITIES FURNISHED:

<table>
<thead>
<tr>
<th>Type Light</th>
<th>Lamp Wattage</th>
<th>No. of lights</th>
<th>Price per light</th>
<th>Total Amount/Mo.</th>
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<table>
<thead>
<tr>
<th>Type Miscellaneous Facility</th>
<th>No.</th>
<th>Price per Item</th>
<th>Total Amount/Mo.</th>
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</tbody>
</table>

Total Base Monthly Charge*### $0.00

*### Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery surcharge, applicable taxes or fees.
GULF POWER COMPANY
OPTIONAL UP FRONT PAYMENT OF FIXTURE(S)

ADDENDUM TO CONTRACT FOR STREET AND
GENERAL AREA LIGHTING SERVICE
RATE SCHEDULE OS (PART I/II)

Form 20

Contract No. 16-3219

TOTAL INSTALLED COST OF FIXTURE(S) $14,047

MONTHLY CHARGE - FIXTURE(S) PAID UP FRONT
Rate Schedule OS (Part I/II) – Street and Outdoor Lights

<table>
<thead>
<tr>
<th>Type Light</th>
<th>Lamp Wattage</th>
<th># of Lights</th>
<th>Price Per Light*</th>
<th>Total Flat Amount/Mo.</th>
</tr>
</thead>
<tbody>
<tr>
<td>30979L LED ATB2</td>
<td>274</td>
<td>13</td>
<td>$9.90</td>
<td>$128.70</td>
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<td></td>
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<td>$0.00</td>
</tr>
</tbody>
</table>

Total Base Monthly Charge **** $128.70

**** Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery Surcharge, applicable taxes, or fees.

NOTE: The Company will retain ownership of the fixture(s) and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the fixture(s), Maintenance, and Energy Charges. The useful life of the fixture(s) is 15 years from the installation date. If the fixture(s) fails prior to this date, the fixture(s) will be changed out at no cost to the Customer; and the billing of the fixture(s) will remain as is. However, if the fixture(s) fails on or after this date, then the Customer will have the option of one of three billing methods for the fixture(s) that is replaced: (1) paying up front for the total installed cost of the replacement of the fixture(s); and continuing to pay on a monthly basis, the Maintenance and Energy Charges for the fixture(s); (2) paying the monthly Total Charge of the fixture(s) as provided in the tariff, or (3) discontinuing the unmetered electric service.

GULF POWER COMPANY

Application Taken By TOM SHAW
Approved By FOSTER L WARE, III
Authorized Company Representative

CUSTOMER

Customer
Title
Date

*Includes only the Maintenance and the Energy Charge portions of the Total Charge except for the MTRD Shoebox, MTRD Smell Parking Lot, MTRD Large Parking Lot, MTRD Bracket Mount CIS, and MTRD Tenon Top CIS fixtures. For the metered fixtures, the Energy Charge is not applicable. Any other applicable charges, as provided in the rate schedule, will be added to this total flat amount for the fixture(s).

ISSUED BY: Mark Crosswhite EFFECTIVE: April 11, 2012

Exhibit A
GULF POWER COMPANY
OPTIONAL UP FRONT PAYMENT OF ADDITIONAL FACILITIES

ADDENDUM TO
CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE,
OPTIONAL RELAMPING SERVICE AGREEMENT CUSTOMER-OWNED
STREET AND GENERAL AREA LIGHTING, AND CUSTOMER-OWNED LIGHTING
AGREEMENT (WITHOUT RELAMPING SERVICE PROVISIONS)
Rate Schedule OS (Part I/II)
Form 21
Contract No. 16-3219

| TOTAL INSTALLED COST OF ADDITIONAL FACILITIES | $23,328.00 |

<table>
<thead>
<tr>
<th>DESCRIPTION OF ADDITIONAL FACILITIES - PAID UP FRONT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type Pole</td>
</tr>
<tr>
<td>35'</td>
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<td></td>
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</tbody>
</table>

NOTE: The Company will retain ownership of these additional facilities. There will be no payment on a monthly basis. The useful life of the pole(s) is 30 years from the installation date; and the useful life of the wire, eyebolts, and other miscellaneous additional facilities is 15 years from the installation date. If the pole(s), wire, eyebolts and/or other miscellaneous additional facilities must be changed out prior to this date, the facilities will be changed out at no cost to the Customer; and the billing of these facilities will remain as is. However, if any of these facilities have to be changed out on or after this date, then the Customer will have the option of one of three billing methods for the additional facilities that are replaced: (1) paying up front for the total installed cost of the replacement of the additional facilities, (2) paying a monthly charge as provided in the tariff, or (3) discontinuing the unmetered electric service.

GULF POWER COMPANY
Application Taken By TOM SHAW
Approved By FOSTER L. WARE, III
Authorized Company Representative

CUSTOMER
Customer
Title
Date

ISSUED BY: Susan Story EFFECTIVE: January 31, 2006

Exhibit A
GULF POWER COMPANY

INVOICE

BILLING TYPE: FIXED
APPLICANT: CITY OF PANAMA CITY BEACH

DATE:

BILL TO: CITY OF PANAMA CITY BEACH
ADDRESS: NAUTILUS ST & PCB PKWY
CITY: PANAMA CITY BEA
STATE: FL
ZIP:

REF. NUMBER: 1271216
WORK ORDER #: 71A0XX
CSS Account #: 50752-84011

JOB DESCRIPTION: ACCT#50752-84011; INST 13-270W LED AUTOBAHN TYP II FIXTURES ON 10-NEW 35' CONC TT AND 3-EXISTING 35' CONC TT POLES. CUST TO PROVIDE. TRENCH, & INSTALL DUCT. CUST TO PAY PUF IN THE AMOUNT OF $37,375.00; **WORK FROM PCB HQ**; CONTRACT 16-3219

TOTAL PRICE: $37,375.00
PAID IN ADVANCE: N

REMINDER: Payment must be received before work can be scheduled, and please allow two weeks for construction to commence.

Forward payment to: Attn: SHAW, TOM

Exhibit A
RESOLUTION 17-42

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE CITY TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT FOR THE ENGINEERING SERVICES RELATED TO THE CITY'S STORMWATER SYSTEMS AND FACILITIES; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City has requested statements of qualifications from firms for engineering services for major stormwater projects; and

WHEREAS, four firms responded to the RFQ; and

WHEREAS, five city employees individually reviewed the statements of qualifications, found all firms to be qualified and responsive to the bid request, and ranked Dewberry/Preble-Rish Inc. No.1 for purposes of entering negotiations for a satisfactory contract for this work.

BE IT RESOLVED that appropriate officers of the City are authorized and directed to attempt to negotiate a Professional Services Agreement for the engineering services related to the City’s stormwater systems and facilities with one of the Firms in the following order of ranking:

First - Dewberry/Preble-Rish Inc.,
Second- CPH Inc.,
Third- Gortemoller Engineering Inc., and
Fourth- Volkert

and to return the negotiated Agreement to the City Council for approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 12th day of January, 2017.
CITY OF PANAMA CITY BEACH

By: MIKE THOMAS, Mayor

ATTEST:

DIANE FOWLER, City Clerk.
### EXHIBIT A

PANAMA CITY BEACH STORMWATER DESIGN SERVICES RFQ 2016

<table>
<thead>
<tr>
<th>ENGINEERING FIRM</th>
<th>PC</th>
<th>ML</th>
<th>KY</th>
<th>CD</th>
<th>DC</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPH Inc.</td>
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<td>2</td>
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<td>2</td>
<td>11</td>
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<tr>
<td>Gortemoller Engineering Inc.</td>
<td>2</td>
<td>3</td>
<td>3</td>
<td>3</td>
<td>3</td>
<td>14</td>
</tr>
<tr>
<td>Dewberry / Preble-Rish Inc.</td>
<td>1</td>
<td>1</td>
<td>1</td>
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<td>1</td>
<td>5</td>
</tr>
<tr>
<td>Volkert</td>
<td>3</td>
<td>4</td>
<td>4</td>
<td>3</td>
<td>4</td>
<td>18</td>
</tr>
</tbody>
</table>
1. **DEPARTMENT MAKING REQUEST/NAME:**
   Public Works / Paul Casto

2. **MEETING DATE:**
   1/12/2017

3. **REQUESTED MOTION/ACTION:**
   Approve staff to accept rankings and authorize negotiation of continual professional services agreement with firm for Stormwater Engineering Services.

4. **AGENDA**
   - PRESENTATION
   - PUBLIC HEARING
   - CONSENT
   - REGULAR

5. **IS THIS ITEM BUDGETED (IF APPLICABLE)?**
   - Yes [ ]
   - No [ ]
   - N/A [ ]

5. **BUDGET AMENDMENT OR N/A**
   - DETAILED BUDGET AMENDMENT ATTACHED
   - Yes [ ]
   - No [ ]
   - N/A [ ]

6. **BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)**

   The City advertised to request statements of qualifications in accordance with Florida Statute 287.055, relating to continuing professional engineering services for the overall City stormwater masterplan modeling and updates, FEMA floodplain mapping, wetland evaluation and regulatory compliance evaluation, and design of major stormwater improvements. The City received a total of four (4) Statement of Qualification (SOQ) packages in response to the advertisement. The review committee was comprised of the following five City staff members:
   1. Paul Casto
   2. Mel Leonard
   3. Kathy Younce
   4. Corky Denham
   5. Don Churchwell

   Four firms responded and the staff committee found them all to be both qualified and responsive. The committee members individually reviewed each of the 4 SOQ's and ranked the submittals (see Attached Exhibit A). The committee ranked Dewberry/Preble-Rish 1st. Staff would like to begin negotiations with the first ranked firm and the final Master Services Agreement will be brought back to Council for final approval. Please note that each future task order will require City Manager or City Council approval, depending on the cost of services.