



COUNTY COMMISSIONERS  
District 1 - Tommy Hamm, Chairman  
District 2 - Robert Carroll  
District 3 - William T. Dozier  
District 4 - Douglas Moore, Vice Chairman  
District 5 - Clair Pease

February 6, 2024

REGULAR MEETING

9:00 AM - BAY COUNTY GOVERNMENT CENTER

840 WEST 11TH STREET

PANAMA CITY, FLORIDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. INVOCATION
- D. PLEDGE OF ALLEGIANCE
- E. APPROVAL OF THE AGENDA
- F. ADDITION OF EMERGENCY ITEMS/DELETIONS
- G. PRESENTATIONS
- H. PUBLIC PARTICIPATION (LIMITED ONLY TO ITEMS ON THE AGENDA)
- I. APPROVAL OF CONSENT AGENDA

Clerks Report

- 1. **Revenues and Expenditures**

**Recommendation:** Board acknowledge receipt of reports.

Budget Office

- 2. **FY 2024 Budget Amendment**

**Recommendation:** Board adopt a resolution amending the Fiscal Year 2023-2024 Budget.

County Attorney

- 3. **Renewal of the Clerk's Commercial Lease Agreement**

**Recommendation:** Board approve the renewal of the Clerk's Commercial Lease Agreement for 1100 W 26th Street for another two-year term, and authorize the chairman to sign the same.



County Manager's Office

4. **Tourist Development Council Appointments**

**Recommendation:** Board to review and confirm the re-appointments of Mike Jansen and Andy Phillips to the Tourist Development Council.

General Services

5. **RFQ 23-41 Steelfield Road Landfill Leachate Management System Design Contract**

**Recommendation:** Board: a) approve contract, negotiated schedule of rates, and task order #1 with Geosyntec Consultants, Inc. for a not to exceed price of \$36,291.00 and b) authorize chairman to execute the contract and make any necessary contract modifications as approved by the county attorneys.

Public Works

6. **Off System Bridge Project Agreements with FDOT**

**Recommendation:** Board a) approve the Off System Project Agreements with the Florida Department of Transportation for Scott Road Bridge Replacement and Scotts Ferry Road Bridge Replacement, and b) authorize the chairman to sign both agreements and resolutions.

**J. REGULAR AGENDA**

**K. PUBLIC HEARING**

**L. PUBLIC PARTICIPATION (LIMITED TO ITEMS WHICH THE COMMISSION HAS AUTHORITY)**

**M. COUNTY ATTORNEY'S REPORT**

**N. COUNTY MANAGER'S REPORT**

**O. CHAIRMAN'S REPORT AND COMMISSIONER'S COMMENTS**

**P. ADJOURN**

**BAY COUNTY BOARD OF COUNTY COMMISSIONERS**

840 West 11th Street

Panama City, Florida 32401

Telephone: (850) 248-8140 Fax: (850) 248-8153

E-Mail Address: [bocc@baycountyfl.gov](mailto:bocc@baycountyfl.gov)

Commission Meeting Schedules and Agenda Items Available on our Home Page:



[www.baycountyfl.gov](http://www.baycountyfl.gov)

**Contact County Commissioners:**

Commissioner Tommy Hamm, District 1  
E-Mail Address: [thamm@baycountyfl.gov](mailto:thamm@baycountyfl.gov)

Commissioner Robert Carroll, District 2  
E-Mail Address: [rcarroll@baycountyfl.gov](mailto:rcarroll@baycountyfl.gov)

Commissioner William T. Dozier, District 3  
E-Mail Address: [wdozier@baycountyfl.gov](mailto:wdozier@baycountyfl.gov)

Commissioner Douglas Moore, District 4  
E-Mail Address: [dmoore@baycountyfl.gov](mailto:dmoore@baycountyfl.gov)

Commissioner Clair Pease, District 5  
E-Mail Address: [cpease@baycountyfl.gov](mailto:cpease@baycountyfl.gov)

"Bay County adheres to the Americans with Disabilities Act and will make reasonable modifications for access to this meeting upon request. Please call the County Administration Office at (850) 248-8140 to make a request. For Hearing Impaired, Dial 1-800-955-8771 (TDD), and 1-800-955-8770 (Voice). Requests must be received at least 48 hours in advance of the meeting in order for Bay County to provide the requested service."





## Bay County Board of County Commissioners Agenda Item Summary

### Revenues and Expenditures

**DEPARTMENT MAKING REQUEST/NAME:**

Clerk of Courts Bill Kinsaul,

**MEETING DATE:** 2/6/2024

**REQUESTED MOTION/ACTION:**

Board acknowledge receipt of reports.

**AGENDA**

Clerks Report - Consent

**BUDGETED ITEM? N/A**

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

**BACKGROUND:**

Board acknowledge receipt of reports:

- Revenues and Expenditures

**ATTACHMENTS:**

Description

Revenues & Expenditures

Type

Exhibit





January 12, 2024

Board of County Commissioners  
Bay County, Florida

Commissioners:

Attached you will find a summary of 2023/2024 Revenues and Expenditures through January 11, 2024. The attached Revenue and Expenditure format categorizes by fund, Department and Major Financial Statement Category. The information is summarized at the end of each fund and gives the net change to the fund's balance resulting from the current year's activity.

Please be advised that this report has inherent limitations such as:

- 1). Actual YTD revenues and expenditures are unaudited figures. Timing differences, such as unrecorded liabilities and revenues, may exist which could cause these numbers to be misleading.
- 2). Cash Carry forwards, budgeted non-revenue items, have not been posted. These items represent monies earned in prior fiscal years' that may be utilized to assist its fund with current deficient cash flows.

If I can be of further assistance to the Board, or should you wish to discuss this report further, please let me know.

Sincerely,

Bill Kinsaul  
Clerk of Court & Comptroller



**Bay County Board of County Commissioners**  
**Revenue & Expenditure Summary FY 2024**  
**As of January 11, 2024**

FUND		REVENUES			EXPENDITURE			EXCESS (DEFICIENCY)
		Budget*	Actual	% Budget Met	Budget*	Actual**	% Budget Met	
001	General Fund	\$ 205,715,973	\$ 134,235,667	65%	\$ 205,715,973	\$ 95,988,052	47%	\$ 38,247,616
101	Transportation	44,574,935	28,409,438	64%	44,574,935	11,049,263	25%	\$ 17,360,175
102	.5% Infrastructure Surtax	43,639,706	1,706,342	4%	43,639,706	18,027,108	41%	\$ (16,320,766)
112	Road Impact-East Bay County	-	1,002	0%	-	-	0%	\$ 1,002
113	Road Impact-Panama City	-	-	0%	-	-	0%	\$ -
114	Road Impact-Southport/Sandhills	236,500	3,645	2%	236,500	-	0%	\$ 3,645
118	Transit	7,793,310	529,402	7%	7,793,310	1,291,026	17%	\$ (761,624)
122	Restore Act	-	(178)	0%	-	726,101	0%	\$ (726,279)
124	Sports Park	2,495,473	191,744	8%	2,495,473	630,612	25%	\$ (438,868)
125	Tourist Development	20,014,725	2,381,554	12%	20,014,725	4,405,924	22%	\$ (2,024,370)
126	Mexico Beach - TDC	895,340	107,518	12%	895,340	256,716	29%	\$ (149,199)
127	Beach Nourishment - TDC	59,847,500	1,195,198	2%	59,847,500	938,212	2%	\$ 256,986
128	TDC - 5th Cent	6,762,500	910,063	13%	6,762,500	439,435	6%	\$ 470,628
129	Panama City - TDT	3,227,606	261,171	8%	3,227,606	258,774	8%	\$ 2,398
130	Public Safety E911	3,102,500	48,856	2%	3,102,500	1,756,348	57%	\$ (1,707,492)
133	Intergov't Radio Communication	3,957,894	818,202	21%	3,957,894	231,808	6%	\$ 586,394
135	Housing	12,635,829	1,386,884	11%	12,635,829	2,705,830	21%	\$ (1,318,946)
140	District Mosquito Control	2,449,066	1,558,565	64%	2,449,066	537,492	22%	\$ 1,021,073
145	MSTU-Fire Protection	16,917,759	11,685,213	69%	16,917,759	4,925,334	29%	\$ 6,759,879
150	Hurricane Michael Fund	40,000,000	922,500	2%	40,000,000	28,943,339	72%	\$ (28,020,839)
160	COVID Fund	13,154,042	15,709,986	119%	13,154,042	2,873,034	22%	\$ 12,836,951
167	MSBU Fund	53,250	45,199	85%	53,250	(216)	0%	\$ 45,415
401	Water Sys Revenue Fund	30,665,500	5,416,649	18%	30,665,500	5,933,489	19%	\$ (516,840)
420	Retail Water & Wastewater	24,467,094	4,433,518	18%	24,467,094	4,883,970	20%	\$ (450,451)
430	Solid Waste Fund	9,361,200	1,848,462	20%	9,361,200	1,672,546	18%	\$ 175,916
440	Builders' Services	6,703,500	696,414	10%	6,703,500	1,616,310	24%	\$ (919,897)
501	Internal Service Fund	7,802,823	1,465,436	19%	7,802,823	1,826,021	23%	\$ (360,585)
505	Workers' Compensation	4,031,358	883,581	22%	4,031,358	585,915	15%	\$ 297,666
506	Insurance Fund	8,051,065	1,803,201	22%	8,051,065	4,907,094	61%	\$ (3,103,893)
510	Utilities	3,861,390	806,689	21%	3,861,390	887,814	23%	\$ (81,125)
<b>TOTALS</b>		<b>\$ 582,417,838</b>	<b>\$ 219,461,921</b>	<b>38%</b>	<b>\$ 582,417,838</b>	<b>\$ 198,297,351</b>	<b>34%</b>	<b>\$ 21,164,570</b>

\* Note - Revenue & Expenditure Budgets represent amounts approved for the entire fiscal year. These amounts are not prorated.

\*\* Note - Actual Expenditures include unliquidated encumbrances.





## Bay County Board of County Commissioners Agenda Item Summary

### FY 2024 Budget Amendment

**DEPARTMENT MAKING REQUEST/NAME:**

Budget Office Maranda Griffin, Chief Financial Officer

**MEETING DATE:** 2/6/2024

**REQUESTED MOTION/ACTION:**

Board adopt a resolution amending the Fiscal Year 2023-2024 Budget.

**AGENDA**

Budget Office - Consent

**BUDGETED ITEM? Yes****BUDGET ACTION:**

Financial impacts are shown in Exhibit A.

**FINANCIAL IMPACT SUMMARY STATEMENT:****BACKGROUND:**

Fund 001 General Fund, FY 2024 budget will need to be amended recognizing charges for services from the Bay County Sheriff's Office and an increase to Bay County Sheriff's Office fees and costs for two additional School Resource Deputies. Secondly, recognizing a transfer from Reserve-Cash Forward and applying those funds to the Bay County Property Appraiser's fees and costs for COLA increases and financial audit. Thirdly, recognizing Bay County Clerk of Court FY 2022 excess fees returned and a transfer from Reserve-Cash Forward applying those funds to Board Finance fees and costs for the implementation of, Workday, a county-wide financial platform.

The budget amendment resolution is attached (**Exhibit 1**) that includes the budget amendment detail and the budget amendment schedule (**Exhibit A**).

**ATTACHMENTS:****Description**

Exhibit 1

Exhibit A

**Type**

Exhibit

Exhibit



**RESOLUTION NO.:** \_\_\_\_\_

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY FLORIDA AMENDING THE ADOPTED FINAL BUDGET OF FISCAL YEAR 2023-2024 PURSUANT TO RESOLUTION NO. 4032; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Fund 001 General Fund, FY 2024 budget will need to be amended recognizing charges for services from the Bay County Sheriff's Office and an increase to Bay County Sheriff's Office fees and costs for two additional School Resource Deputies. Secondly, recognizing a transfer from Reserve-Cash Forward and applying those funds to the Bay County Property Appraiser's fees and costs for COLA increases and financial audit. Thirdly, recognizing Bay County Clerk of Court FY 2022 excess fees returned and a transfer from Reserve-Cash Forward applying those funds to Board Finance fees and costs for the implementation of, Workday, a county-wide financial platform; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Bay County, Florida, does hereby amend the fiscal year 2023-2024 budget as shown in EXHIBIT "A".

Section 1. The budget amendments are set forth in EXHIBIT "A", attached hereto and made a part thereof.

Section 2. This resolution shall become effective upon adoption.



**DONE AND ADOPTED** by the Board of County Commissioners of Bay County,  
Florida this the 6<sup>th</sup> day of February, 2024.

**BOARD OF COUNTY COMMISSIONERS OF  
BAY COUNTY, FLORIDA**

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Tommy Hamm, Chairman

**ATTEST:**

**APPROVED AS TO FORM:**

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Bill Kinsaul, Clerk

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Office of the County Attorney

RESOLUTION NO. \_\_\_\_\_



Budget Amendment - BOCC Meeting Date: 02/06/2024					
Fiscal Year 2024	FY 2024 Current Budget	FY 2024 Budget Change	FY 2024 Amended Budget	Description of Change	

<b>001 - General Fund</b>						
<b>Revenue</b>						
001	3421005	CHRGs FOR SRV-SHERIFF/SRO	1,342,410	138,834	1,481,244	Addition of two School Resource Deputies by BCSO.
001	3899996	RESERVE RELEASE	1,185,996	458,758	1,644,754	Bay County Clerk of Court FY2022 excess fees for implementation of, Workday, a county-wide financial platform.
<b>Expenditure</b>						
001-0105	5819170	FEES & COST-PROP APPRAISR	4,539,352	103,994	4,643,346	Additional contribution to the Bay County Property Appraiser for COLA increases and financial audit.
001-0120	5819152	FEES & COST-SHERIFF/SRO	1,282,078	138,834	1,420,912	Addition of two School Resource Deputies by BCSO.
001-0604	5819182	FEES & COST-BOARD FINANCE	2,269,769	1,110,288	3,380,057	Bay County Clerk of Court FY2022 excess fees and Reserve-Cash Forward for implementation of, Workday, a county-wide financial platform.
001-0972	5909999	RESERVE-CASH FORWARD	12,009,578	(755,524)	11,254,054	Additional contribution to the Bay County Property Appraiser for COLA increases and financial audit. Bay County Clerk of Court implementing, Workday, a county-wide financial platform.

Approved BOCC Meeting February 06, 2024

\_\_\_\_\_  
Date

\_\_\_\_\_  
Budget Office





## Bay County Board of County Commissioners Agenda Item Summary

### Renewal of the Clerk's Commercial Lease Agreement

**DEPARTMENT MAKING REQUEST/NAME:**

County Attorney Brian Leebrick, Deputy Assistant County Attorney

**MEETING**

**DATE:** 2/6/2024

**REQUESTED MOTION/ACTION:**

Board approve the renewal of the Clerk's Commercial Lease Agreement for 1100 W 26th Street for another two-year term, and authorize the chairman to sign the same.

**AGENDA**

County Attorney

**BUDGETED ITEM? N/A**

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

**BACKGROUND:**

On February 15, 2022, the Board entered into a two-year commercial lease agreement with Daffin Property Management, LLC, on behalf of the Clerk's office, for a storage facility located at 1100 W 26th Street, which expires February 29, 2024.

The Clerk's office is requesting a renewal of the lease for another two-year term (**Exhibit 1**).

Staff recommends the Board approve the contract renewal and authorize the chairman to sign the same.

**ATTACHMENTS:**

Description

Exhibit 1

Type

Exhibit



# CENTURY 21 Commander Realty, Inc.

2708 Hwy 77 • Panama City, FL 32405  
(850) 769-5775



## 1. LEASE RENEWAL

### 1.1 LEASE RENEWAL

We have recently completed the integration of our new software system Appfolio, which now includes a convenient Lease Renewal option.

The owner of your rental property is willing to renew your lease for 24 months at \$3,750.00 with all original terms and conditions of your original lease remaining in place.

If you choose to renew, please sign the following renewal agreement. This acceptance of renewal extends your lease through 02/28/2026

Failure to sign this renewal, this notice serves as written notice of the following terms:

1. Current rent may be subject to an adjusted increase of up to 5%
2. Tenancy will then be considered as a Month-to-Month agreement
3. Potential termination of your occupancy with a 30 day notice to vacate.

If you do not plan to renew and plan to move we require that you submit a letter as written notice that you will vacate the property no later than the end of your current agreement and agree to return all keys/garage remotes and a forwarding address to the Century 21 Commander Property Management office within 24 hours thereafter.

Please feel free to call our office (850-769-5775) or email (rent@c21commander.com) if you have any questions regarding your Lease Renewal.

### 1.2 RENEWAL AGREEMENT

**Tenant (s): Bay County Board of Commissioners**

**Address:**  
**1100 W 26th Street**  
**Lynn Haven, FL 32444**

According to our records, your lease has expired or is scheduled to expire in the near future. In accordance with your existing tenancy agreement, we would like to offer you the following as of this time.

**I/We would like to renew our lease for an additional 12 months/1 year at the monthly rate of \$3,750.00. All other terms and conditions shall remain the same.**

By initialing below, you acknowledge and agree to the terms in Section 1.

X

Bay County Board of Commissioners



## CENTURY 21 Commander Realty, Inc.

2708 Hwy 77 • Panama City, FL 32405  
(850) 769-5775



## 2. Sign and Accept

### 2.1 LEASE RENEWAL NOTICE

**NOTICE:** This completed and signed renewal agreement must be received at our office by the last day of the current month, including any outstanding and unpaid balance. With your failure to sign this renewal, this letter serves as written notice that your rent may be subject to an adjusted increase of up to 5% of your current monthly rate and your tenancy will then be considered as a month-to-month lease.

X

\_\_\_\_\_  
Lessee

Bay County Board of Commissioners

\_\_\_\_\_  
Date Signed

X

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date Signed





## Bay County Board of County Commissioners Agenda Item Summary

### Tourist Development Council Appointments

**DEPARTMENT MAKING REQUEST/NAME:**

County Manager's Office Bob Majka, County Manager

**MEETING DATE:** 2/6/2024

**REQUESTED MOTION/ACTION:**

Board to review and confirm the re-appointments of Mike Jansen and Andy Phillips to the Tourist Development Council.

**AGENDA**

County Manager's Office - Consent

**BUDGETED ITEM? N/A**

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

**BACKGROUND:**

The Bay County Board of County Commissioners appoints individuals to serve on boards/committees which have varied functions and responsibilities as well as term lengths. Vacant and/or expiring terms of members have occurred. Appointment recommendations are as follows.

**Tourist Development Council**

Mike Jansen- City Collector seat set to expire December 31, 2027

Andy Phillips- 9th Member at large seat set to expire January 31, 2028





## Bay County Board of County Commissioners Agenda Item Summary

### RFQ 23-41 Steelfield Road Landfill Leachate Management System Design Contract

**DEPARTMENT MAKING REQUEST/NAME:**  
General Services Don Murray, General Services Director

**MEETING DATE:** 2/6/2024

**REQUESTED MOTION/ACTION:**

Board: a) approve contract, negotiated schedule of rates, and task order #1 with Geosyntec Consultants, Inc. for a not to exceed price of \$36,291.00 and b) authorize chairman to execute the contract and make any necessary contract modifications as approved by the county attorneys.

**AGENDA**

General Services - Consent

**BUDGETED ITEM?** Yes

**BUDGET ACTION:**

**FINANCIAL IMPACT SUMMARY STATEMENT:**

**BACKGROUND:**

At the October 03, 2023 meeting, the Board authorized staff to negotiate with Geosyntec Consultants, Inc. to develop a contract (**Exhibit 1**) and schedule of rates (**Exhibit 2**) to accomplish the phased approach for a Steelfield Road Landfill Leachate Management System. Task Order #1 (**Exhibit 3**) includes a thorough review of previous evaluations, current agreements, updated leachate characterizations and an overall site analysis.

Therefore, Staff recommends the Board: a) approve contract, negotiated schedule of rates, and task order #1 with Geosyntec Consultants, Inc. for a not to exceed price of \$36,291.00 and b) authorize chairman to execute the contract and make any necessary contract modifications as approved by the county attorneys.

**ATTACHMENTS:**

Description

Type

Exhibit 1

Exhibit

Exhibit 2

Exhibit

Exhibit 3

Exhibit







## **CONTRACT 23-41 STEELFIELD ROAD LANDFILL LEACHATE MANAGEMENT SYSTEM DESIGN CONTRACT**

This Contract, dated February 6, 2024 is between the Bay County Board of Commissioners, located at 840 West 11<sup>th</sup> Street, Panama City, FL 32401 ("County"), and Geosyntec Consultants, Inc. located at 1120 N. 12<sup>th</sup> Avenue, Pensacola, FL 32501 ("Consultant").

### **1. Intent**

Bay County is engaging the services of the Consultant to provide architectural and engineering services for the design of a leachate management system at the Steelfield Road Landfill. The Steelfield Road Landfill is a Class I, Subtitle D landfill that is permitted to accept Municipal Solid Waste (MSW), Non-hazardous Industrial Waste, Class III materials, and Construction and Demolition Debris. The consultant will be required to identify the most practical and economically efficient method of managing the leachate generated at the Steelfield Road Landfill, design the selected leachate management system, and provide construction oversight to ensure that the system is constructed as designed.

### **2. Scope of Services**

The Consultant will perform those services stated in RFQ 23-41, incorporated herein, and Scope of Services attached hereto as **Exhibit 1**.

Consultant's specific scope of work, level of effort, time schedule, and fees shall be set forth in a written Task Order. A Sample Task Order is attached as **Exhibit 2**. Each Task Order shall be executed by authorized representatives of the County and Consultant.

Any Task Order may be modified during the course of the Task Order by mutual agreement and written addendum of the Task Order, including scope of work, schedule, fees, and all other aspects of the Task Order.

The terms and conditions of this Agreement shall apply to each Task Order, except to the extent expressly modified. When one or more provisions of a Task Order modify a provision(s) of this Agreement, the Article of this Agreement to be modified shall be specifically referenced in the Task Order, and the modification shall be precisely described.

The administrative process, when work assignments are issued, will be as follows:

Step 1 - County staff will contact the Consultant via written communication or schedule a meeting to review the assignment and will describe the scope of services required in general.

Step 2 - Consultant will prepare a detailed scope of services to be provided and a time frame for completion of various phases. Consultant will prepare a computation of



fees to be charged for the services. The Florida Department of Management Services (DMS) Fee Guide Calculator for AE Services may be used to calculate fees. These documents will be submitted to the County contact for review and approval.

Step 3 - If acceptable to County staff making the assignment, County staff will issue a Task Order. The fee computation will be considered to be a limiting amount, not to be exceeded without subsequent approval by County staff.

The County has an evaluation process to monitor the satisfactory performance of services under this contract. Such evaluations may be used as reference information for future solicitations issued by the County. Consultant shall participate cooperatively in the evaluation process.

### **3. Compensation**

The compensation for each Task Order shall be as specified and mutually agreed upon in the specific Task Order and based upon the Consultant's hourly rates for service as shown at Exhibit 3.

Travel expenses and per diem shall be reimbursed according to the GSA schedule: [www.gsa.gov](http://www.gsa.gov).

Hourly rate adjustments will not be allowed during the first twelve months of the contract. Hourly rate adjustments will be considered annually after the first twelve months and if substantiated by the producer price index. Written notice of a request for hourly rate adjustments and proof to substantiate must be submitted to the Bay County Purchasing Department at no less than 90 days prior to the anniversary date of this contract. Hourly rate adjustments will not apply to any previously issued task orders.

The County shall pay the Consultant for services provided in accordance with the Florida Prompt Payment Act of the Florida Statutes, Chapter 218.70, upon receipt of the Consultant's invoice and written approval of same by the County's Designated Representative indicating that services have been delivered in conformity with this Agreement and assigned task order(s)

The Consultant shall submit invoices to the County on a monthly basis for those specific services as described in assigned task order(s) that were satisfactorily completed during that invoicing period. Final invoice shall be submitted no later than 60 days after project completion to be considered for payment.

Monthly invoices shall be submitted to the County in a format and distribution schedule defined by the County, no later than the 10th day of the following month.

If the Consultant cannot submit their monthly invoice on time, the Consultant shall notify the County, prior to the due date the reason for the delay and the planned submittal date. Once submitted, the Consultant shall notify the Project Manager via e-mail of the total delay in calendar days and the reason(s) for the delay(s).



A Final Invoice will be submitted to the County no later than the 30th day following Final Acceptance of the individual project or as requested by the County.

Payments shall be made in accordance with the Florida Prompt Payment Act, Section 218, Florida Statutes.

**INVOICE REQUIREMENTS:** All invoices are required to have the following information included:

- Vendor's name
- Invoice number
- Invoice date
- Agreement No.
- Dates of service/activities were provided (mm/dd/yy-mm/dd/yy)
- Site of work
- Details of work provided
- Amount of the invoice

**4. Lump Sum or Cost Plus Fixed Fee Contracts**

The Consultant certifies that the wage rates and other factual unit costs supporting the contract compensation are accurate, complete, and current at the time of contracting. Furthermore, to the extent that such wage rates and other factual unit costs are found by the County to be inaccurate, incomplete, or non-current, the original price for such Contract and any additions there to shall be adjusted to exclude any increases in the compensation paid to the Consultant due to such circumstances. A determination of allowable costs in accordance with the Federal cost principles will be performed for service rendered under this Contract.

**5. Effective Date and Time of Performance**

This Contract takes effect on the date of execution by the County and shall be valid for a period of five (5) years.

The period of service and compensation for each individual Task Order shall be as specified and mutually agreed upon in the specific Task Order.

Should the County or Consultant terminate the agreement in accordance with this agreement, the period of service for a specific Task Order may, by consent of the parties, continue until the completion of any project that is already in progress. If such an extension of a Task Order is agreed to by the County, the terms of this agreement will remain in effect and be applicable only until the successful completion of the specific Task Order.

**6. Independent Contractor**

The Consultant shall at all times, relevant to this contract, be an independent contractor and in no event shall the Consultant, nor any employees or sub-consultants under it, be considered to be employees of Bay County.



**7. Consultant's Personnel**

Consultant has the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work of the Consultant. The direction of the work of Consultant's employees shall be under the exclusive control of Consultant. If the County objects to the presence or performance of any employee of Consultant, Consultant shall remove such employee from County premises.

**8. Cooperation**

Consultant agrees to perform each phase of the work at the scheduled time and in the scheduled sequence. Consultant will cooperate with the County Solid Waste Division Manager or their designee as requested and specifically to allow the County to inspect the performance of work of this Contract.

**9. County Representative**

The County Solid Waste Division Manager or a designee has authority to designate the work to be done by Consultant, to inspect such work, and to resolve questions that arise between the parties. The Consultant or the Consultant's designee will deal with the County's representative on matters relating to the performance of the work. The County shall have the authority to stop the work whenever it deems such action necessary to secure the safe and proper performance of the work assignment.

**10. Records / Audits**

The County is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant shall:

a. Keep and maintain public records required by the County to perform the service;

b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the County.

d. Upon completion of the contract, transfer, at no cost to the County, all public records in possession of the Consultant, or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public



records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County.

The Consultant shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The County, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion.

**11. Public Records Custodian**

If the Consultant has questions regarding the application of Chapter 119, Florida Statutes, to the Consultant's duty to provide public records relating to this contract contact Bob Majka, Custodian of Public Records, at (850) 248-8145, [publicrecords@baycountyfl.gov](mailto:publicrecords@baycountyfl.gov) or 840 W. 11th Street, Panama City, Florida 32401.

**12. Inspector General**

The parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s. 20.055(5), Florida Statutes. "(5) It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

**13. Insurance**

The Consultant represents that it has obtained and will maintain at its expense for the duration of this Contract, those insurance coverage requirements set forth in the attached Exhibit 4.

**14. Prohibition Against Contingent Fees**

Pursuant to Florida Statute 287.055 (6)(a), each contract entered into by the agency for professional services must contain a prohibition against contingent fees as follows: "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.



**15. Public Entity Crimes Statement**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

By signing the Agreement, CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it or any subconsultant has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

**CONSULTANT will promptly notify the COUNTY if it or any subcontractor or subconsultant is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.**

**16. Employment Eligibility Verification**

As a condition precedent to entering into this AGREEMENT, and in compliance with Section 448.095, Fla. Stat., Consultant and its subconsultants shall, register with and use the E-Verify system to verify work authorization status of all employees.

a. Consultant shall require each of its subconsultants to provide Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of the subconsultant's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.

b. The COUNTY, Consultant, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The COUNTY, upon good faith belief that a subconsultant knowingly violated the provisions of this section, but Consultant otherwise complied, shall promptly notify



Consultant and Consultant shall immediately terminate the contract with the subconsultant.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Consultant acknowledges that upon termination of this AGREEMENT by the COUNTY for a violation of this section by Consultant, Consultant may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the COUNTY as a result of termination of any contract for a violation of this section

e. Subcontracts. Consultant or subconsultant shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subconsultants to include these clauses in any lower tier subcontracts. Consultant shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in this section.

#### **17. Modification, Assignability of Contract**

This Contract, including all documents incorporated by reference, contains the entire agreement between the parties, and no statements, promises or inducements made by either party, or agents of either party, that are not contained in the written contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.

The Consultant may not subcontract or assign its rights (including the right to compensation) or duties arising under this Contract without the prior written consent of Bay County. Any subconsultant or assignee will be bound by all of the terms and conditions of this Contract and will be required to enter into a written agreement with the Bay County. In the event the Consultant will deliver any services through a subconsultant or subcontractor, the Task Order shall contain as an attachment the name and address of the subconsultant or subcontractor and a detailed description of the qualifications, experience and services to be performed by the subconsultant or subcontractor, and the amount or rate and method of compensation.

#### **18. Administrative, Contractual, or Legal Remedies**

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the Consultant, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

#### **19. Termination for Cause and for Convenience**

This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (a) Not less than ten (10) calendar days written notice



(delivered by certified mail, return receipt requested) of intent to terminate; and (b) An opportunity for consultation with the terminating party prior to termination.

This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in I (a) above. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but no amount shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the Consultant at the time of termination may be adjusted to cover any additional costs to the local government because of the Consultant's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice. For any termination, the equitable adjustment shall provide for payment to the Consultant for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the Consultant relating to commitments (e.g., suppliers, subconsultants) which had become firm prior to receipt of the notice of intent to terminate.

Upon receipt of a termination action under paragraphs (a) or (b) above, the Consultant shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the Consultant in performing this contract, whether completed or in process.

Failure of the Consultant to comply with the provision of Section 21 Laws, Rules, and Regulations shall constitute grounds for the County to immediately terminate this Contract for cause and declare the Consultant to be non-responsible for bidding or proposing on future contracts for one year from the date the County notifies the Consultant of such non-compliance.

## **20. Documents Incorporated by Reference**

Bay County's Request for Qualifications (RFQ 23-41) and all attachments to it, along with the Response to the Request for Qualifications are incorporated by reference and are material elements of this Contract. Bay County is responsible for compliance with all applicable Federal or State laws. The Consultant specifically agrees to assist Bay County with ensuring compliance with all applicable Federal or State laws.

## **21. Laws, Rules and Regulations**

General Laws: Consultant shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations governing Consultant's performance of this Contract and the preservation of public health and



safety. Upon request by the County, Consultant shall provide proof of such compliance to the County.

**Illegal Alien Labor:** Consultant shall comply with all provisions state and federal law regarding the hiring and continued employment of aliens not authorized to work in the United States. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subconsultant that fails to certify to the Consultant that the subconsultant is in compliance with such laws. Consultant agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require the same of any subconsultants. Consultant shall pay all cost incurred to initiate and sustain the verification programs.

## **22. Indemnification and Hold Harmless**

To the maximum extent permitted by law, the Consultant shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the agreement.

The parties understand and agree that such indemnification by the Consultant relating to any matter which is the subject of this Contract shall extend throughout the term of this Contract and any statutes of limitations thereafter.

The Consultant's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

This Section survives termination or expiration of this Contract.

## **23. Duty to Pay Defense Costs and Expenses**

The Consultant agrees to reimburse and pay on behalf of the County the cost of the County's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Indemnification and Hold Harmless paragraph or 2) other claims arising out of the Consultant's performance of the Contract and in which the County has prevailed.

The County shall choose its legal defense team, experts, and consultants and invoice the Consultant accordingly for all fees, costs and expenses upon the conclusion of the claim.

Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

This Section survives termination or expiration of this Contract.



**24. Errors and Omissions**

Acceptance of the work by the County or Contract termination does not constitute County approval and will not relieve the Consultant of the responsibility for subsequent corrections of any errors and/or omissions and the clarification of any ambiguities. The Consultant shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of the Consultant without additional compensation. If these errors and/or omissions are discovered during construction of the project, they shall be corrected without additional compensation.

**25. Severability**

The invalidity, in whole or in part, of any section or part of any section of this Contract shall not affect the validity of the remainder of such section or the Contract.

**26. Waiver**

No term of this Contract may be waived except in a writing signed by the party waiving enforcement. No term of this Contract shall be deemed to be waived by reason of any failure to previously enforce such term. In no event shall the making of any payment required by this Contract constitute or be construed as a waiver by the County of any breach of this Contract or a waiver of any default of Consultant and the making of such payment by the County while any such default or breach shall exist shall in no way impair or prejudice any right of the County.

**27. Headings**

Section headings are inserted for convenience only and shall not be used in any way to construe the meaning of terms used in this Contract.

**28. Notices**

Any notice to be given by the parties shall be in writing and deemed to have been duly given if and when deposited in the United States registered mail, return receipt requested, properly stamped and addressed to:

For the County:  
Bay County Solid Waste Division  
Attn: Glenn Ogborn  
11411 Landfill Road  
Panama City Beach, FL 32413

For the Consultant:  
Geosyntec Consultants, Inc  
Attn: Todd Kafka  
1120 N. 12<sup>th</sup> Avenue  
Pensacola, FL 32501

The Consultant shall notify the Bay County Purchasing Department of any change to its address. The Purchasing Department will disseminate the address change to all applicable departments and agencies including Finance. The Consultant's notification of address change is sufficient if sent by email or facsimile.

**29. Special Representation**

The Consultant represents that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Contract. The Consultant further declares that no improper personal, political or social activities have



been used or attempted in an effort to influence the outcome of the competition, discussion or negotiation leading to the award of this Contract. Any such activity by the Consultant shall make this Contract null and void.

**30. Conflicts**

In the case of any conflict between the provisions of this Contract and other contract documents, the following priority for interpretation of those document provisions shall be followed:

- a. The provisions of this contract prevail first.
- b. The proposal form and attachments are next.
- c. The initial solicitation provisions are final priority.

**31. Construction and Venue**

This Contract will be construed under and governed by the laws of the State of Florida. In the event of litigation concerning it, venue is the in the courts of Bay County, Florida.

[SIGNATURES ON FOLLOWING PAGE]



**IN WITNESS WHEREOF**, the Parties have executed this Contract as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Executed by:

**BOARD OF COUNTY COMMISSIONERS  
BAY COUNTY FLORIDA**

**ATTEST:**

By: \_\_\_\_\_  
Tommy Hamm, Chairman

\_\_\_\_\_  
Bill Kinsaul, Clerk

Approved as to form

\_\_\_\_\_  
Office of Bay County Attorney

**GEOSYNTEC CONSULTANTS, INC**

By: \_\_\_\_\_  
(Authorized Representative)

Its: \_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_

This Contract was acknowledged and subscribed before me the undersigned notary this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ and \_\_\_\_\_ with proper authority, and who is personally known by me or produced identification of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**EXHIBITS:**

1. Scope of Services
2. Consultant's Hourly Fees
3. Sample Task Order
4. Insurance Requirements



## **EXHIBIT 1**

### **SCOPE OF SERVICES**

Bay County Board of County Commissioners (County) owns and operates the Steelfield Road Landfill located at 11411 Landfill Road, Panama City Beach, FL 32413. The Steelfield Road Landfill is a Class I, Subtitle D landfill and is permitted to accept Municipal Solid Waste (MSW), Non-hazardous Industrial Waste, Class III materials, and Construction and Demolition Debris. The facility has been in continuous operation since September of 1987.

The facility is primarily utilized for the disposal of MSW and is the only facility within Bay County permitted to accept MSW. Prior to the closure of the Bay County Waste-to-Energy facility in January 2021, the landfill also accepted large quantities of ash residue left over from the Waste-to-Energy Landfill combustion process.

The facility currently has approximately sixty-five (65) acres of open disposal area. Of which, approximately eleven (11) acres are currently active and accepting waste. Any liquid that is collected within these disposal areas is considered to be leachate. "Leachate" is any liquid that has passed through or emerged from solid waste and may contain soluble, suspended, or miscible materials. The leachate generated at the Steelfield Landfill is not considered to be hazardous but since it can potentially contain any of the constituents/chemicals that are present in the waste within the landfill, it cannot be discharged without treatment.

The disposal and treatment of landfill leachate is governed by the Florida Department of Environmental Protection (FDEP). Currently, the only permitted treatment or disposal options are treatment at either the City of Panama City Beach Wastewater Treatment facility or the Bay County Wastewater Treatment Facility. Any deviation from this would require approval from FDEP.

The engineering firm shall have the capability to:

1. Identify the most practical and economically efficient method of managing the leachate generated at the Steelfield Road Landfill.
2. Design the selected leachate management system.
3. Provide construction oversight to ensure that the system is constructed as designed.



**EXHIBIT 2**  
**SAMPLE TASK ORDER FORM**

Section I.     BACKGROUND

Section II.    SCOPE OF SERVICES

    A. Preliminary Design Services (or Other Services/Reports/etc.)

    B. Final Design Services (or Other Services/Reports/etc.)

    C. Construction Engineering and Inspection Services

    (These services may be addressed in a separate Task Order following completion of the final design, at the County's discretion)

Section III.   SUB-CONSULTANTS

    List the names and the general tasks/responsibilities for any proposed sub-consultants.

Section IV.    COUNTY'S RESPONSIBILITY

Section V.     DELIVERABLES

Section VI.    SCHEDULE

Section VII.   METHOD OF COMPENSATION

    This section will include any allowances (surveying, geotech, permitting, etc.) set aside for work not covered under the actual services previously described.

*[Liquidated damages? Delay damages?]*

**Attachments:**

    A. Project Tasks/Personnel/labor-hour Estimation

    B. Cost Extension for Labor and Expenses

(NAME OF FIRM)

BAY COUNTY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**EXHIBIT 3**  
**CONSULTANT'S HOURLY FEES**



## GEOSYNTEC CONSULTANTS 2024 U.S. RATE SCHEDULE

	<u>Rate/Hour</u>
Staff Professional	\$155
Senior Staff Professional	\$180
Professional	\$205
Project Professional	\$230
Senior Professional	\$255
Principal	\$275
Senior Principal	\$295
Technician I	\$ 82
Technician II	\$ 89
Senior Technician I	\$100
Senior Technician II	\$107
Site Manager I	\$120
Site Manager II	\$132
Construction Manager I	\$142
Construction Manager II	\$152
Senior Designer	\$190
Designer	\$160
Senior Drafter/Senior CADD Operator	\$145
Drafter/CADD Operator/Artist	\$130
Project Administrator	\$ 85
Clerical	\$ 70
Direct Expenses	Cost plus 10%
Subcontract Services	Cost plus 12%
Technology/Communications Fee	3% of Professional Fees
Specialized Computer Applications (per hour)	\$ 12
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	\$ .08

Rates are provided on a confidential basis and are client and project specific.

Unless otherwise agreed, rates will be adjusted annually based on a minimum of the Producer Price Index  
for Engineering Services.

Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.

Construction management fee presented upon request.



**EXHIBIT 4  
BAY COUNTY  
INSURANCE REQUIREMENTS**

**1. LOSS CONTROL/SAFETY**

a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. The County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the County.

**2. DRUG FREE WORK PLACE REQUIREMENTS**

All contracts with individuals or organizations that wish to do business with the Bay County Board of Commissioners, a stipulation will be made in the contract or purchase order that requires contractors, subconsultants, vendors or consultants to have a substance abuse policy. The employees of such contractors, subconsultants, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the Bay County Board of Commissioners. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the County's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the County is not satisfied with the actions of the contractor, subconsultant, vendor, or consultant, the County can exercise its right to bar all of the contractor's, subconsultant's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subconsultant, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subconsultant, vendor or consultant as a result of a violation of the County's Substance Abuse Policy shall be borne by the contractor, subconsultant, vendor, or consultant.

**3. INSURANCE - BASIC COVERAGES REQUIRED**

a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County, on policies and with insurers acceptable to the County. These insurance requirements shall not limit the liability of the Contractor. All subconsultants are subject to the same coverages and limits as the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

b. Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the County as an additional insured to the extent of the County's interests arising from this agreement, contract, or lease.

c. Except for workers' compensation, the Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.



d. The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

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

f. **WORKERS' COMPENSATION COVERAGE**

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least **\$500,000 each accident and \$500,000 each employee/\$500,000 policy limit for disease**. The Contractor shall also purchase any other coverages required by law for the benefit of employees. The Contractor shall provide to the County an Affidavit stating that they meet all the requirements of Florida Statute 440.02(14)(d).

g. **GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE**

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. **Minimum limits of \$1,000,000 per occurrence** for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.

h. **GENERAL LIABILITY COVERAGE**

**Commercial General Liability - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

i. **PRODUCTS/COMPLETED OPERATIONS**

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.



j. BUSINESS AUTO LIABILITY COVERAGE

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

k. EXCESS OR UMBRELLA LIABILITY COVERAGE

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

l. CERTIFICATES OF INSURANCE

1. Required insurance shall be documented in Certificates of Insurance that provide that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the BAY COUNTY BOARD OF COMMISSIONERS, 840 W. 11th Street, Panama City, Florida 32401. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the County by the Contractor. **The County shall be named as an Additional Insured, Primary and Non-Contributory for both General Liability and Business Auto Liability with Waiver of subrogation included with respects to both General Liability and Business Auto.**

2. New Certificates of Insurance are to be provided to the County at least 15 days after coverage renewals.

3. If requested by the County, the Contractor shall furnish complete copies of insurance policies, forms and endorsements.

4. For the Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m. RECEIPT OF INSUFFICIENT CERTIFICATES

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

4. ADDITIONAL INSURANCE

**If checked below, the County requires the following additional types of insurance.**

☒ **Professional Liability/Malpractice/Errors or Omissions Coverage**

The Contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000.00 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no



later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

☐ **Property Coverage for Leases**

The Contractor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

☐ **Commercial General Liability Increased General Aggregate Limit (or separate aggregate)**

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of N/A is required by the County for this agreement or contract.

☐ **Liquor Liability**

In anticipation of alcohol being served, the Contractor shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Contractor's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

☐ **Owners Protective Liability Coverage**

For renovation or construction contracts the Contractor shall provide for the County an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the County. This is redundant coverage if the County is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor's liability coverage limit is used up by other claims.

☐ **Builders Risk Coverage**

Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure,



such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subconsultants. The insurance is to be endorsed to grant permission to occupy.

☐ **Installation Floater Coverage**

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation.

The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

☐ **Motor Truck Cargo Coverage**

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Contractor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

☐ **Contractor's Equipment Coverage**

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred. The contract may declare self-insurance for contractor equipment.

☐ **Fidelity/Dishonesty/Liability Coverage – Third Party**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Other Party's employees resulting in a loss to decedent, i.e. theft of valuables.

☐ **Fidelity/Dishonesty Coverage for Employer (Contractor)**

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

☐ **Fidelity/Dishonesty/Liability Coverage for County**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the County.

☐ **Electronic Data Liability Insurance**

The Other Party shall purchase Electronic Data Liability with limits of N/A



☐ **Garage Liability Coverage**

Garage Liability insurance is to be purchased to cover the Contractor and its employees for its garage and related operations while in the care, custody and control of the County's vehicles.

☐ **Garage Keepers Coverage (Legal Liability Form)**

Garage Keepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Contractor. This form of coverage responds on a legal liability basis, and without regard to legal liability on an excess basis over any other collectible insurance.

☐ **Damage to Premises Rented/Leased to you- (Legal Liability Form)**

Provide property coverage for leased premises due to liability incurred because the insured's negligence results in fire or explosion. Specified limit of liability required.

☐ **Watercraft Liability Coverage**

Because the Contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy coverage Watercraft Liability or Protection and Indemnity.

☐ **Aircraft Liability Coverage**

Because the Contractor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.

The minimum limits of coverage shall be N/A per occurrence, Combined Single Limits for Bodily Injury (including passenger liability) and Property Damage.

☐ **Pollution Legal Liability Coverage** N/A

Pollution legal liability insurance is to be purchased to cover pollution and/or environmental legal liability which may arise from this agreement or contract.

☐ **United States Longshoremen and Harbor workers Act Coverage**

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act Coverage for exposures which may arise from this agreement or contract.

☐ **Jones Act Coverage**

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for exposures which may arise from this agreement or contract.



**Table 1**  
**Leachate Management System Design - Task Order #1**  
**Bay County General Services**  
**Steelfield Road Landfill**  
**Panama City Beach, Florida**

Task / Description	Required Units	Rate	Units	Extension
<b>Task 1 - Document and Data Review</b>				
<u>Labor</u>				
Professional	8	\$205	Hour	\$1,640
Project Professional	8	\$230	Hour	\$1,840
Senior Professional	8	\$255	Hour	\$2,040
Principal	12	\$275	Hour	\$3,300
Senior Principal	2	\$295	Hour	\$590
3% Communications Fee		3	%	\$282
<u>Direct Costs</u>				
N/A				
			<b>Task 1 Total</b>	<b>\$9,692</b>
<b>Task 2 - Site Visit</b>				
<u>Labor</u>				
Senior Professional	8	\$255	Hour	\$2,040
Principal	16	\$275	Hour	\$4,400
Senior Principal	8	\$295	Hour	\$2,360
3% Communications Fee		3	%	\$264
<u>Direct Costs*</u>				
Airfare	1	\$800	per item	\$800
Mileage	500	\$0.67	2024 IRS mileage	\$335
Meals	3	\$50.00	per day	\$150
Rental car	2	\$80	daily rental	\$160
Hotel	2	\$150	per night	\$300
Direct Expenses (Cost + 10%)		10	%	\$175
			<b>Task 2 Total</b>	<b>\$10,984</b>
<b>Task 3 - Reporting</b>				
<u>Labor</u>				
Project Professional	4	\$230	Hour	\$920
Senior Professional	12	\$255	Hour	\$3,060
Principal	24	\$275	Hour	\$6,600
Senior Principal	2	\$295	Hour	\$590
Project Administrator	2	\$85	Hour	\$170
3% Communications Fee		3	%	\$340
<u>Direct Costs</u>				
N/A				
			<b>Task 3 Total</b>	<b>\$11,680</b>
<b>Task 4 - Project Management</b>				
<u>Labor</u>				
Senior Professional	8	\$255	Hour	\$2,040
Principal	4	\$275	Hour	\$1,100
Project Administrator	8	\$85	Hour	\$680
3% Communications Fee		3	%	\$115
<u>Direct Costs</u>				
N/A				
			<b>Task 4 Total</b>	<b>\$3,935</b>
<b>Labor Subtotal</b>			<b>SUBTOTAL</b>	<b>\$33,370</b>
<b>Communications Fee (Labor Subtotal +3%)</b>			<b>SUBTOTAL</b>	<b>\$1,001</b>
<b>Reimbursables</b>			<b>SUBTOTAL</b>	<b>\$1,745</b>
<b>Reimbursables (+10%)</b>			<b>SUBTOTAL</b>	<b>\$175</b>
<b>Project Grand Total</b>			<b>TOTAL</b>	<b>\$36,291</b>



# GEOSYNTEC CONSULTANTS 2024 U.S. RATE SCHEDULE

	<u>Rate/Hour</u>
Staff Professional	\$155
Senior Staff Professional	\$180
Professional	\$205
Project Professional	\$230
Senior Professional	\$255
Principal	\$275
Senior Principal	\$295
Technician I	\$ 82
Technician II	\$ 89
Senior Technician I	\$100
Senior Technician II	\$107
Site Manager I	\$120
Site Manager II	\$132
Construction Manager I	\$142
Construction Manager II	\$152
Senior Designer	\$190
Designer	\$160
Senior Drafter/Senior CADD Operator	\$145
Drafter/CADD Operator/Artist	\$130
Project Administrator	\$ 85
Clerical	\$ 70
Direct Expenses	Cost plus 10%
Subcontract Services	Cost plus 12%
Technology/Communications Fee	3% of Professional Fees
Specialized Computer Applications (per hour)	\$ 12
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	\$ .08

Rates are provided on a confidential basis and are client and project specific.

Unless otherwise agreed, rates will be adjusted annually based on a minimum of the Producer Price Index  
for Engineering Services.

Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.

Construction management fee presented upon request.



27 December 2023

Mr. Don Murray  
General Service Director  
Bay County General Services Department  
5304 Old Majette Tower Road  
Panama City, FL 32404

**Subject: Leachate Management System Design – Phase 1  
Steelfield Road Landfill  
Panama City Beach, Florida**

Dear Mr. Murray:

Geosyntec Consultants, Inc. (Geosyntec) has prepared the following scope of services for Bay County (the County) to provide engineering consulting services associated with leachate management system design (LMSD) at the Steelfield Road Landfill located in Panama City Beach, Florida (Landfill). This proposal has been prepared as Task Order #1 under Contract 23-41 between the County and Geosyntec.

The overall LMSD project will be implemented in a phased approach and Task Order #1 will evaluate the current conditions and challenges faced by the County in its efforts to select a more sustainable, economically viable and longer-term leachate management strategy. Geosyntec understands that leachate from the Landfill is currently mainly discharged to the Panama City Beach Advanced Wastewater Treatment (PCB AWT) facility, but that the PCB AWT facility has indicated that it has difficulty processing the leachate, which has resulted in occasional cessation of leachate acceptance. In addition, the flow limitation imposed by the AWT facility (e.g., 48,000 gallons per day [gpd]) appears to also present a challenge to the County as wetter years lead to leachate generation rates that exceed this limitation. Moreover, the potential secondary leachate discharge point (i.e., the Bay County AWT facility) is located at a greater distance from the Landfill, which limits the number of loads that can be transported to this location each day.

Based on these challenges, the County is evaluating alternative leachate management approaches that will allow the selection of a longer-term leachate management strategy.



## **SCOPE OF SERVICES**

The scope of services described in this Task Order #1 proposal is divided into the four tasks described below. Geosyntec believes that a thorough review of previous evaluations and currently existing discharge agreements, as well as the compilation of updated leachate characterizations are required prior to selecting a particular path forward.

### **Task 1 – Document and Data Review**

Prior to evaluating leachate treatment and/or management strategies, Geosyntec proposes to review pertinent documents/evaluations that have previously been conducted and reported by others to avoid duplication of efforts and to fully understand the current state of knowledge. In addition, Geosyntec will review the most recent leachate characterization data; this leachate data review may lead to recommendations for additional data collection. As part of this effort, Geosyntec requests that the County provide the following documents/information:

- any previous leachate evaluations that previous consultants have performed for the County;
- historical and current leachate generation rates at the Landfill; ideally, a minimum of the past five years of monthly leachate volumes can be provided;
- historical and current leachate characterization data; again, a minimum of five years of data would be ideal:
  - if available, leachate data representative of seasonal variation would be desirable;
  - if available and applicable, leachate characterization data for emerging contaminants should be provided;
- discharge agreements (including effluent limitations, if applicable) between the County and the receiving AWT facilities; and
- other documents that the County believes to be important to better understand leachate conditions and management challenges at the Landfill.

Following the review of this information, Geosyntec may identify data gaps and request additional information, including potential additional leachate sampling and characterization needs.

The cost estimate for Task 1 is \$9,692. Note that this cost estimate does not include effort associated with potential sample collections or laboratory analytical costs. Geosyntec understands that the County would collect any supplementary samples, if applicable and needed, themselves and send it to a laboratory of their choice with direct billing of the associated costs to the County.



However, Geosyntec would provide a recommendation for the list of analytes. A more detailed breakdown of the costs is provided in Table 1 attached to this proposal.

### **Task 2 – Site Visit**

Geosyntec proposes to conduct a site visit to get a better understanding of site conditions and the layout of the leachate management/storage and load-out/discharge system. If applicable and supported by the County, Geosyntec would like to combine the visit to the Landfill with brief visits to the receiving PCB and Bay County AWT facilities to better understand the challenges faced by these facilities. Cooperation/coordination between the entities generating, managing, and treating the leachate will facilitate the selection of a leachate management/treatment strategy that meets the needs and approval of the parties involved. The cost estimate for Task 2 is \$10,984. Please refer to Table 1 for a more detailed breakdown of the costs.

### **Task 3 – Reporting**

Following the implementation of Tasks 1 and 2, Geosyntec will prepare a technical memorandum to summarize the findings of the evaluation and provide recommendations for next steps. Note that Geosyntec will not complete the technical memorandum prior to receiving additional leachate characterization data, if applicable, that may have been requested during the implementation of Task 1. Prior to finalizing the draft technical memorandum, Geosyntec anticipates conducting a Teams meeting to present our findings to the County. Geosyntec anticipates receiving review comments on the draft technical memorandum and has allocated budget to address one round of County comments.

The cost estimate to implement the scope of services outlined in Task 3 is \$11,680. A more detailed breakdown of the costs is provided in Table 1 attached to this proposal.

### **Task 4 – Project Management**

This task covers incidental project management costs for project setup, coordination with the internal team and Bay County (including two one-hour calls between the County and the Geosyntec project manager with support from the technical team, as needed), and invoicing and project maintenance.

The cost estimate to implement the scope of services outlined in Task 4 is \$3,935. A more detailed breakdown of the costs is provided in Table 1 attached to this proposal.



## BUDGET ESTIMATE

In summary, Geosyntec has estimated the following project budget by task:

<u>Task</u>	<u>Budget</u>
1. Document and Data Review	\$ 9,692
2. Site Visit	\$ 10,984
3. Reporting	\$ 11,680
4. <u>Project Management</u>	\$ 3,935
Total	\$ 36,291

Geosyntec has estimated a total project budget of **\$36,291**, consistent with our previously provided 2024 Rate Schedule (attached to this proposal) on a lump-sum basis. A detailed budget estimate table is provided in Table 1. Geosyntec proposes to perform the above-described scope of services under the terms and conditions of County Contract 23-41. Geosyntec will invoice the County monthly based on percent complete. If additional scope of services or other scope of work beyond what is described in this proposal is requested, Geosyntec will submit a change order for approval prior to performing the work.

## SCHEDULE

Geosyntec proposes to initiate the requested scope of services associated with this proposal in early- to mid-January 2024. The document and data review are anticipated to take approximately two weeks, including developing a list of proposed supplemental sampling, if needed. The site visit can be scheduled during February 2024. Following the site visit and receipt of any additional laboratory data and/or documents, Geosyntec will develop a draft technical memorandum within three weeks of receiving the final data and/or documents. Geosyntec will coordinate a Teams meeting to discuss the draft technical memorandum with the County. Review comments from the County will be addressed within one week to finalize the technical memorandum. Assuming a start date in mid-January 2024, the project could be completed by the end of March or early April 2024, depending on turnaround of review comments and receipt of supplemental analytical results.



Mr. Don Murray  
27 December 2023  
Page 5

## CLOSURE

Geosyntec appreciates the opportunity to provide continued support to Bay County on this project. Please contact either of the undersigned if there are any questions regarding this proposal.

Sincerely,



Brent Schneider, P.E.  
Senior Engineer/Project Manager



Herwig Goldemund, Ph.D.  
Principal/Technical Lead

Attachments: Table 1 – Cost Estimate  
Rate Sheet



## ATTACHMENTS



**Table 1**  
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**Bay County General Services**  
**Steelfield Road Landfill**  
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# GEOSYNTEC CONSULTANTS 2024 U.S. RATE SCHEDULE

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Rates are provided on a confidential basis and are client and project specific.

Unless otherwise agreed, rates will be adjusted annually based on a minimum of the Producer Price Index  
for Engineering Services.

Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.

Construction management fee presented upon request.





## Bay County Board of County Commissioners Agenda Item Summary

### Off System Bridge Project Agreements with FDOT

**DEPARTMENT MAKING REQUEST/NAME:**

Public Works Keith Bryant, Chief Infrastructure Officer

**MEETING DATE:** 2/6/2024

**REQUESTED MOTION/ACTION:**

Board a) approve the Off System Project Agreements with the Florida Department of Transportation for Scott Road Bridge Replacement and Scotts Ferry Road Bridge Replacement, and b) authorize the chairman to sign both agreements and resolutions.

**AGENDA**

Public Works - Consent

**BUDGETED ITEM?** N/A

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

**BACKGROUND:**

The Florida Department of Transportation (FDOT) has requested Bay County approve the attached Off System Project Agreements. Federal funding is available for the replacement of both Scott Road Bridge over Econfina Creek and Scotts Ferry Road Bridge over Bear Creek. The off system improvements will be managed by FDOT and no local match is required. **(Exhibit 1-4)**

**ATTACHMENTS:**

Description	Type
Exhibit 1	Exhibit
Exhibit 2	Exhibit
Exhibit 3	Exhibit
Exhibit 4	Exhibit



**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
OFF SYSTEM BRIDGE PROJECT AGREEMENT**

This Off System Bridge Project Agreement (“Agreement”) is between the State of Florida Department of Transportation (“DEPARTMENT”), and Bay County, a political subdivision of the State of Florida (“LOCAL AGENCY”). The DEPARTMENT and the LOCAL AGENCY are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties.”

**RECITALS**

1. Highway Bridge Replacement and Rehabilitation Program funds are available for the costs of the replacement, rehab, or inspection of bridges located off of the Federal-aid system under 23 CFR 650.413(c); and
2. Scott Road Bridge over Econfinia Creek, Bridge No. 464423, requires replacement; and
3. Scott Road Bridge is on Scott Road located in Bay County, Florida, a road **not** on the State Highway System; and
4. The Parties agree that it is in the best interest of the State of Florida and the LOCAL AGENCY for the DEPARTMENT, if necessary, to act for the LOCAL AGENCY in the acquisition of the real property through voluntary acquisition and through the use of the power of eminent domain, if necessary to complete this project, as authorized by Section 336.467, Florida Statutes; and
5. The Parties agree that it is in the best interest of each Party for the DEPARTMENT to undertake and to complete all aspects of the bridge replacement work, including but not limited to the design, construction, construction inspection, utilities, permits, easements and other associated tasks.

**NOW THEREFORE**, in consideration of the mutual benefits to be derived by the terms of this Agreement, the Parties hereby agree as follows:

6. The recitals in paragraphs 1-5 above are true and correct and are made a part of this Agreement.
7. The Parties agree that the DEPARTMENT shall undertake and complete Financial Project I.D. 426238-1-52-01, generally described as the replacement of Bridge No.464423 over Econfinia Creek, from Beginning MP 1.389 to End MP 1.595 on Scott Road (“PROJECT”). The PROJECT is further described in the Construction Plans dated September 2023, including any updates and/or revisions thereof as exist on file with the DEPARTMENT (“PLANS”). The PLANS are hereby incorporated by reference and made a part of this Agreement. The LOCAL AGENCY shall cooperate with and shall support the DEPARTMENT’s work efforts in these regards. The DEPARTMENT shall have final decision authority with respect to the design of the PROJECT and the design review process.



8. The LOCAL AGENCY shall, through the passage of a formal resolution of its governing body, consent to and authorize the DEPARTMENT for the LOCAL AGENCY, if necessary, to take property (both real and personal) that is necessary to complete the PROJECT and, if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the PROJECT, in the name of the LOCAL AGENCY. Said authority and action shall be deemed to include the DEPARTMENT'S use of the power of eminent domain to condemn the property necessary for the PROJECT and to exercise prudent engineering judgment in the design and construction of the PROJECT. Said resolution shall also provide the authority for the appropriate official of the LOCAL AGENCY to execute this Agreement on behalf of the LOCAL AGENCY.

The recording of documents transferring real property acquired under this Agreement in the official records of the appropriate county shall constitute and be deemed as acceptance of ownership by the LOCAL AGENCY. Recording of said documents shall be the responsibility of the DEPARTMENT.

9. The LOCAL AGENCY shall provide to the DEPARTMENT all documents necessary to establish encumbrances and encroachments, if any, within the existing LOCAL AGENCY right-of-way necessary for completion of the PROJECT. The DEPARTMENT shall be responsible for performing all title work necessary for any additional right-of-way that is required for the PROJECT. In the event there is any action necessary to be taken to acquire ownership or to extinguish any interest in or encumbrance or encroachment on any property within the LOCAL AGENCY'S existing right-of-way, the LOCAL AGENCY shall take all actions reasonably requested by the DEPARTMENT to accomplish the ends required. In the event title ownership issues cannot be resolved so as to allow the PROJECT to move forward, the DEPARTMENT retains the right to terminate this Agreement on that basis. Further, the LOCAL AGENCY acknowledges that the right-of-way must be cleared of all ownership interests, encumbrances, or encroachments within the limits of construction at least 90 days prior to the DEPARTMENT advertising the PROJECT for construction. The DEPARTMENT shall have the sole discretion to determine the need to clear any ownership, encroachment, or encumbrance.
10. The LOCAL AGENCY hereby appoints the DEPARTMENT as its agent for purposes of the notification, construction, reconstruction, and relocation of utilities under Sections 337.401, 337.402, 337.403, and 337.404, Florida Statutes. The LOCAL AGENCY agrees to fully cooperate with the DEPARTMENT in the construction, reconstruction and relocation of utilities that may be located within the existing or acquired right-of-way. The Parties agree to meet on a periodic basis, as determined to be necessary by the DEPARTMENT, during the planning, design, construction, and post-construction phase to identify, plan and to relocate utilities. The responsibility for the costs associated with the relocation of utilities shall be based on Florida law as it relates to said matters. The Parties agree that if existing utilities owned by the LOCAL AGENCY are required to be reconstructed or relocated as a result of the PROJECT that the costs associated therewith



shall be deemed to be a cost of the PROJECT to be paid for the by the LOCAL AGENCY.

11. The LOCAL AGENCY acknowledges that the DEPARTMENT will be utilizing federal funds on the PROJECT and as a result thereof the LOCAL AGENCY agrees to maintain the PROJECT in perpetuity according to DEPARTMENT standards. The LOCAL AGENCY further recognizes and acknowledges that if the DEPARTMENT will be utilizing federal funds on the PROJECT that the National Environmental Policy Act ("NEPA") process will need to be completed and the DEPARTMENT reserves the right to adjust the plans and or design of the PROJECT to meet the needs of the permits. The LOCAL AGENCY agrees to fully cooperate in the provision of any and all studies and or data that may be necessary for the NEPA process and for all other permit matters.
12. The LOCAL AGENCY acknowledges and agrees that the right-of-way as described in the PLANS and the improvements and structures located within the right-of-way, are and will remain under the ownership of the LOCAL AGENCY and that the DEPARTMENT will not have any ownership interest in the right-of-way, improvements or structures located thereon. Notwithstanding the requirements hereof, the DEPARTMENT is authorized to temporarily use the LOCAL AGENCY existing right-of-way for construction of the PROJECT and maintenance during construction shall be the responsibility of the DEPARTMENT and its contractor.
13. The Parties understand and agree that the DEPARTMENT and the LOCAL AGENCY shall cooperate with and keep each other well informed of the work efforts and progress hereunder. In the event change orders or supplemental agreements become necessary during the prosecution of the work the LOCAL AGENCY agrees that it will sign all documents necessary to allow the change order to be finalized and to allow the supplemental agreements to be fully executed. The DEPARTMENT shall have the sole authority with respect to make all decisions relating to, and including the need for, change orders and supplemental agreements.
14. All payment and performance bonds shall be issued in favor of the DEPARTMENT. All warranties shall be made in favor of the LOCAL AGENCY.
15. Upon completion of the PROJECT, the DEPARTMENT shall issue a Notice of Final Acceptance to the contractor with a copy of said notice being provided to the LOCAL AGENCY. Upon issuance of the Notice of Final Acceptance, the LOCAL AGENCY shall be immediately responsible for the perpetual maintenance of the PROJECT. The DEPARTMENT shall also have the right to assign interim maintenance responsibility to the LOCAL AGENCY for specified portions of the PROJECT before the issuance of the Notice of Final Acceptance. Said assignment of maintenance responsibility shall be sent by the DEPARTMENT to the LOCAL AGENCY in writing with sufficient description to place the LOCAL AGENCY on notice of the interim maintenance responsibility. Notwithstanding the issuance of the Notice of Final Acceptance, the DEPARTMENT shall have the right to assure completion of any punch list by the contractor. Additionally, the LOCAL AGENCY understands and agrees that the DEPARTMENT



shall transfer all permits to the LOCAL AGENCY as the operational maintenance entity and the LOCAL AGENCY agrees to accept said transfer and to become fully responsible to comply with all operational and maintenance conditions of the permits.

16. This Agreement shall become effective as of the date both Parties hereto have executed the Agreement and shall continue in full force and effect until the PROJECT is completed by the DEPARTMENT and the improvements have been turned over to the LOCAL AGENCY by the DEPARTMENT by formal notice from the DEPARTMENT. The DEPARTMENT reserves the right to unilaterally cancel its performance hereunder if it determines that it is in the best interest of the public to do so. This discretion shall include but shall not be limited to budgetary and bid cost considerations.
17. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL AGENCY to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by the LOCAL AGENCY in conjunction with this Agreement.
18. In the event that any election, referendum, approval or permit, notice or other proceeding or authorization is required to be undertaken by the LOCAL AGENCY to enter into this Agreement or to undertake the PROJECT, the LOCAL AGENCY will expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters with time being of the essence.
19. The LOCAL AGENCY shall initiate and prosecute to completion all proceedings or actions necessary to enable the LOCAL AGENCY to provide any necessary funds for completion of the PROJECT.
20. It is understood that the DEPARTMENT's participation in said PROJECT is subject to Legislative approval of the DEPARTMENT's appropriation request in the work program year that the PROJECT is scheduled.
21. The DEPARTMENT's performance and obligations to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the DEPARTMENT's funding for this PROJECT is in multiple years, funds approved from the DEPARTMENT'S Comptroller must be received every year prior to costs being incurred.
22. In the event this Agreement is in excess of \$25,000.00 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes are hereby incorporated:

“The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the



comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year.”

23. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.
24. To the extent permitted by law, LOCAL AGENCY shall indemnify, defend, and hold harmless the DEPARTMENT and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission or negligent act by LOCAL AGENCY, its agents, or employees, during the performance of the Agreement, except that neither LOCAL AGENCY, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the DEPARTMENT or any of its officers, agents, or employees during the performance of the Agreement. Nothing herein shall be deemed a waiver of the rights of sovereign immunity of either Party.
25. In the event there are cost overruns, supplemental agreements (specifically incurred in the areas located off the State Highway System), and or liquidated damages not eligible to be paid for by federal funds due to the Federal Highway Administration determining that said costs are non-participating costs, the LOCAL AGENCY shall be responsible for one-hundred percent (100%) of the funds required to make up the shortfall not paid by federal funds. The PROJECT is off the “State Highway System,” therefore, in accordance with Section 339.08(1), F.S., State funding cannot be used for payments of non-participating costs on this PROJECT. (Examples of non-participating items could be fishing piers; premium costs due to design or CEI errors or omissions; material or equipment called for in the plans but not used in the construction, as referenced in the Federal Aid Policy Guide 23, CFR Section 635.120).

Should such shortfalls occur due to a determination that said costs are non-participating, the LOCAL AGENCY agrees to provide, without delay, a deposit within fourteen (14) calendar days of notification from the DEPARTMENT, to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the shortfall. The DEPARTMENT shall notify the LOCAL AGENCY as soon as it becomes apparent there is a shortfall; however, failure of the DEPARTMENT to so notify the LOCAL AGENCY shall not relieve the LOCAL AGENCY of its obligation to pay for its full participation of non-participating costs during the PROJECT and on final accounting, as provided herein below. If the LOCAL AGENCY cannot provide the deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT’S contract manager indicating when the deposit will be made. The LOCAL AGENCY understands the



request and approval of the additional time could delay the PROJECT, and additional non-participating costs may be incurred due to the delay of the PROJECT.

The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty days (360) of final payment to the Contractor. The DEPARTMENT considers the PROJECT complete when the final payment has been made to the Contractor, not when the construction work is complete. All non-participating Project cost records and accounts shall be subject to audit by a representative of the LOCAL AGENCY for a period of three (3) years after final close out of the PROJECT. The LOCAL AGENCY will be notified of the final non-participating cost of the PROJECT. Both Parties agree that in the event the final accounting of total non-participating costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the LOCAL AGENCY. If the final accounting is not performed within three hundred and sixty (360) days, the LOCAL AGENCY is not relieved from its obligation to pay.

In the event the final accounting of total non-participating costs are greater than the total deposits to date, the LOCAL AGENCY will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The LOCAL AGENCY agrees to pay interest at a rate as established pursuant to Section 55.03, F.S., on any invoice not paid within forty (40) calendar days until the invoice is paid.

Any payment of funds under this Agreement provision will be made directly to the DEPARTMENT for deposit.

26. LOCAL AGENCY:

- a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL AGENCY during the term of the contract; and
- b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

27. The Parties agree that this Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and/or understandings applicable to the matters herein, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Therefore, it is agreed that no deviation from the terms shall be predicated upon prior representations or agreements, whether oral or written.



28. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each Party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this agreement. Unless otherwise notified in writing, notices shall be sent to the following:

LOCAL AGENCY: Bay County, Florida  
840 W. 11<sup>th</sup> St  
Panama City, Fl. 32401

DEPARTMENT: District Secretary  
Florida Department of Transportation  
1074 Hwy. 90  
Chipley, Fla. 32428

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the dates exhibited by the signatures below.

DEPARTMENT:

LOCAL AGENCY:

**STATE OF FLORIDA**  
**DEPARTMENT OF TRANSPORTATION**

**BAY COUNTY, a political**  
**subdivision of the State of Florida**

\_\_\_\_\_  
By: Phillip Gainer

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

Title: District Three Secretary

Title:

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

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Legal Review:

Legal Review:

\_\_\_\_\_  
Office of the General Counsel



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY FLORIDA AUTHORIZING THE COUNTY TO ENTER INTO AN OFF SYSTEM PROJECT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR REPLACEMENT OF SCOTTS FERRY ROAD BRIDGE OVER ECONFINA CREEK BRIDGE NO. 464423; AND PROVIDING AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, Highway Bridge Replacement and Rehabilitation Program funds are available for the costs of the replacement, rehab, or inspection of bridges located off of the Federal-aid system under 23 CFR 650.413(c); and

**WHEREAS**, Scott Road Bridge over Econfina Creek, Bridge No. 464423, requires replacement; and

**WHEREAS**, Scott Road Bridge is on Scott Road located in Bay County, Florida, a road **not** on the State Highway System; and

**WHEREAS**, The Parties agree that it is in the best interest of the State of Florida and BAY COUNTY for the FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), if necessary, to act for BAY COUNTY in the acquisition of the real property through voluntary acquisition and through the use of the power of eminent domain, if necessary to complete this project, as authorized by Section 336.467, Florida Statutes; and

**WHEREAS**, The Parties agree that it is in the best interest of each Party for the FDOT to undertake and to complete all aspects of the bridge replacement work, including but not limited to the design, construction, construction inspection, utilities, permits, easements and other associated tasks.

**Now, Therefore, Be It Resolved** by the Board of County Commissioners of Bay County, Florida:

**Section 1. Authority.** The Chairman of the Board of County Commissioners is authorized to enter into and execute the appropriate Off System Project Agreement with FDOT.

**Section 2. Effective date.** This resolution shall become effective upon adoption.

Done and adopted by the Board of County Commissioners of Bay County, Florida this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Tommy Hamm, Chairman

Attest:

Approved for form:

\_\_\_\_\_  
Bill Kinsaul, Clerk

\_\_\_\_\_  
Office of the County Attorney



**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
OFF SYSTEM BRIDGE PROJECT AGREEMENT**

This Off System Bridge Project Agreement (“Agreement”) is between the State of Florida Department of Transportation (“DEPARTMENT”), and Bay County, a political subdivision of the State of Florida (“LOCAL AGENCY”). The DEPARTMENT and the LOCAL AGENCY are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties.”

**RECITALS**

1. Highway Bridge Replacement and Rehabilitation Program funds are available for the costs of the replacement, rehab, or inspection of bridges located off of the Federal-aid system under 23 CFR 650.413(c); and
2. Scotts Ferry Road Bridge over Bear Creek, Bridge No. 464419, requires replacement; and
3. Scotts Ferry Bridge is on Scotts Ferry Road located in Bay County, Florida, a road **not** on the State Highway System; and
4. The Parties agree that it is in the best interest of the State of Florida and the LOCAL AGENCY for the DEPARTMENT, if necessary, to act for the LOCAL AGENCY in the acquisition of the real property through voluntary acquisition and through the use of the power of eminent domain, if necessary to complete this project, as authorized by Section 336.467, Florida Statutes; and
5. The Parties agree that it is in the best interest of each Party for the DEPARTMENT to undertake and to complete all aspects of the bridge replacement work, including but not limited to the design, construction, construction inspection, utilities, permits, easements, and other associated tasks.

**NOW THEREFORE**, in consideration of the mutual benefits to be derived by the terms of this Agreement, the Parties hereby agree as follows:

6. The recitals in paragraphs 1-5 above are true and correct and are made a part of this Agreement.
7. The Parties agree that the DEPARTMENT shall undertake and complete Financial Project I.D. 439380-1-52-01, generally described as the replacement of Bridge No.464419 over Bear Creek, from Beginning MP 1.511 to End MP 2.129 on Scotts Ferry Road (“PROJECT”). The PROJECT is further described in the Construction Plans dated September 2023, including any updates and/or revisions thereof as exist on file with the DEPARTMENT (“PLANS”). The PLANS are hereby incorporated by reference and made a part of this Agreement. The LOCAL AGENCY shall cooperate with and shall support the DEPARTMENT’s work efforts in these regards. The DEPARTMENT shall



have final decision authority with respect to the design of the PROJECT and the design review process.

8. The LOCAL AGENCY shall, through the passage of a formal resolution of its governing body, consent to and authorize the DEPARTMENT for the LOCAL AGENCY, if necessary, to take property (both real and personal) that is necessary to complete the PROJECT and, if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the PROJECT, in the name of the LOCAL AGENCY. Said authority and action shall be deemed to include the DEPARTMENT'S use of the power of eminent domain to condemn the property necessary for the PROJECT and to exercise prudent engineering judgment in the design and construction of the PROJECT. Said resolution shall also provide the authority for the appropriate official of the LOCAL AGENCY to execute this Agreement on behalf of the LOCAL AGENCY.

The recording of documents transferring real property acquired under this Agreement in the official records of the appropriate county shall constitute and be deemed as acceptance of ownership by the LOCAL AGENCY. Recording of said documents shall be the responsibility of the DEPARTMENT.

9. The LOCAL AGENCY shall provide to the DEPARTMENT all documents necessary to establish encumbrances and encroachments, if any, within the existing LOCAL AGENCY right-of-way necessary for completion of the PROJECT. The DEPARTMENT shall be responsible for performing all title work necessary for any additional right-of-way that is required for the PROJECT. In the event there is any action necessary to be taken to acquire ownership or to extinguish any interest in or encumbrance or encroachment on any property within the LOCAL AGENCY'S existing right-of-way, the LOCAL AGENCY shall take all actions reasonably requested by the DEPARTMENT to accomplish the ends required. In the event title ownership issues cannot be resolved so as to allow the PROJECT to move forward, the DEPARTMENT retains the right to terminate this Agreement on that basis. Further, the LOCAL AGENCY acknowledges that the right-of-way must be cleared of all ownership interests, encumbrances, or encroachments within the limits of construction at least 90 days prior to the DEPARTMENT advertising the PROJECT for construction. The DEPARTMENT shall have the sole discretion to determine the need to clear any ownership, encroachment, or encumbrance.
10. The LOCAL AGENCY hereby appoints the DEPARTMENT as its agent for purposes of the notification, construction, reconstruction, and relocation of utilities under Sections 337.401, 337.402, 337.403, and 337.404, Florida Statutes. The LOCAL AGENCY agrees to fully cooperate with the DEPARTMENT in the construction, reconstruction and relocation of utilities that may be located within the existing or acquired right-of-way. The Parties agree to meet on a periodic basis, as determined to be necessary by the DEPARTMENT, during the planning, design, construction, and post-construction phase to identify, plan and to relocate utilities. The responsibility for the costs associated with the relocation of utilities shall be based on Florida law as it relates to said matters. The



Parties agree that if existing utilities owned by the LOCAL AGENCY are required to be reconstructed or relocated as a result of the PROJECT that the costs associated therewith shall be deemed to be a cost of the PROJECT to be paid for the by the LOCAL AGENCY.

11. The LOCAL AGENCY acknowledges that the DEPARTMENT will be utilizing federal funds on the PROJECT and as a result thereof the LOCAL AGENCY agrees to maintain the PROJECT in perpetuity according to DEPARTMENT standards. The LOCAL AGENCY further recognizes and acknowledges that if the DEPARTMENT will be utilizing federal funds on the PROJECT that the National Environmental Policy Act ("NEPA") process will need to be completed and the DEPARTMENT reserves the right to adjust the plans and or design of the PROJECT to meet the needs of the permits. The LOCAL AGENCY agrees to fully cooperate in the provision of any and all studies and or data that may be necessary for the NEPA process and for all other permit matters.
12. The LOCAL AGENCY acknowledges and agrees that the right-of-way as described in the PLANS and the improvements and structures located within the right-of-way, are and will remain under the ownership of the LOCAL AGENCY and that the DEPARTMENT will not have any ownership interest in the right-of-way, improvements or structures located thereon. Notwithstanding the requirements hereof, the DEPARTMENT is authorized to temporarily use the LOCAL AGENCY existing right-of-way for construction of the PROJECT and maintenance during construction shall be the responsibility of the DEPARTMENT and its contractor.
13. The Parties understand and agree that the DEPARTMENT and the LOCAL AGENCY shall cooperate with and keep each other well informed of the work efforts and progress hereunder. In the event change orders or supplemental agreements become necessary during the prosecution of the work the LOCAL AGENCY agrees that it will sign all documents necessary to allow the change order to be finalized and to allow the supplemental agreements to be fully executed. The DEPARTMENT shall have the sole authority with respect to make all decisions relating to, and including the need for, change orders and supplemental agreements.
14. All payment and performance bonds shall be issued in favor of the DEPARTMENT. All warranties shall be made in favor of the LOCAL AGENCY.
15. Upon completion of the PROJECT, the DEPARTMENT shall issue a Notice of Final Acceptance to the contractor with a copy of said notice being provided to the LOCAL AGENCY. Upon issuance of the Notice of Final Acceptance, the LOCAL AGENCY shall be immediately responsible for the perpetual maintenance of the PROJECT. The DEPARTMENT shall also have the right to assign interim maintenance responsibility to the LOCAL AGENCY for specified portions of the PROJECT before the issuance of the Notice of Final Acceptance. Said assignment of maintenance responsibility shall be sent by the DEPARTMENT to the LOCAL AGENCY in writing with sufficient description to place the LOCAL AGENCY on notice of the interim maintenance responsibility. Notwithstanding the issuance of the Notice of Final Acceptance, the DEPARTMENT



shall have the right to assure completion of any punch list by the contractor. Additionally, the LOCAL AGENCY understands and agrees that the DEPARTMENT shall transfer all permits to the LOCAL AGENCY as the operational maintenance entity and the LOCAL AGENCY agrees to accept said transfer and to become fully responsible to comply with all operational and maintenance conditions of the permits.

16. This Agreement shall become effective as of the date both Parties hereto have executed the Agreement and shall continue in full force and effect until the PROJECT is completed by the DEPARTMENT and the improvements have been turned over to the LOCAL AGENCY by the DEPARTMENT by formal notice from the DEPARTMENT. The DEPARTMENT reserves the right to unilaterally cancel its performance hereunder if it determines that it is in the best interest of the public to do so. This discretion shall include but shall not be limited to budgetary and bid cost considerations.
17. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL AGENCY to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by the LOCAL AGENCY in conjunction with this Agreement.
18. In the event that any election, referendum, approval or permit, notice or other proceeding or authorization is required to be undertaken by the LOCAL AGENCY to enter into this Agreement or to undertake the PROJECT, the LOCAL AGENCY will expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters with time being of the essence.
19. The LOCAL AGENCY shall initiate and prosecute to completion all proceedings or actions necessary to enable the LOCAL AGENCY to provide any necessary funds for completion of the PROJECT.
20. It is understood that the DEPARTMENT's participation in said PROJECT is subject to Legislative approval of the DEPARTMENT's appropriation request in the work program year that the PROJECT is scheduled.
21. The DEPARTMENT's performance and obligations to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the DEPARTMENT's funding for this PROJECT is in multiple years, funds approved from the DEPARTMENT'S Comptroller must be received every year prior to costs being incurred.
22. In the event this Agreement is in excess of \$25,000.00 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes are hereby incorporated:

“The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made



in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year.”

23. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.
24. To the extent permitted by law, LOCAL AGENCY shall indemnify, defend, and hold harmless the DEPARTMENT and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission or negligent act by LOCAL AGENCY, its agents, or employees, during the performance of the Agreement, except that neither LOCAL AGENCY, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the DEPARTMENT or any of its officers, agents, or employees during the performance of the Agreement. Nothing herein shall be deemed a waiver of the rights of sovereign immunity of either Party.
25. In the event there are cost overruns, supplemental agreements (specifically incurred in the areas located off the State Highway System), and or liquidated damages not eligible to be paid for by federal funds due to the Federal Highway Administration determining that said costs are non-participating costs, the LOCAL AGENCY shall be responsible for one-hundred percent (100%) of the funds required to make up the shortfall not paid by federal funds. The PROJECT is off of the “State Highway System,” therefore, in accordance with Section 339.08(1), F.S., State funding cannot be used for payments of non-participating costs on this PROJECT. (Examples of non-participating items could be fishing piers; premium costs due to design or CEI errors or omissions; material or equipment called for in the plans but not used in the construction, as referenced in the Federal Aid Policy Guide 23, CFR Section 635.120).

Should such shortfalls occur due to a determination that said costs are non-participating, the LOCAL AGENCY agrees to provide, without delay, a deposit within fourteen (14) calendar days of notification from the DEPARTMENT, to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the shortfall. The DEPARTMENT shall notify the LOCAL AGENCY as soon as it becomes apparent there is a shortfall; however, failure of the DEPARTMENT to so notify the LOCAL AGENCY shall not relieve the LOCAL AGENCY of its obligation to pay for its full participation of non-participating costs during the PROJECT and on final accounting, as provided herein below. If the LOCAL AGENCY cannot provide the deposit within fourteen (14) days, a



letter must be submitted to and approved by the DEPARTMENT'S contract manager indicating when the deposit will be made. The LOCAL AGENCY understands the request and approval of the additional time could delay the PROJECT, and additional non-participating costs may be incurred due to the delay of the PROJECT.

The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty days (360) of final payment to the Contractor. The DEPARTMENT considers the PROJECT complete when the final payment has been made to the Contractor, not when the construction work is complete. All non-participating Project cost records and accounts shall be subject to audit by a representative of the LOCAL AGENCY for a period of three (3) years after final close out of the PROJECT. The LOCAL AGENCY will be notified of the final non-participating cost of the PROJECT. Both Parties agree that in the event the final accounting of total non-participating costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the LOCAL AGENCY. If the final accounting is not performed within three hundred and sixty (360) days, the LOCAL AGENCY is not relieved from its obligation to pay.

In the event the final accounting of total non-participating costs are greater than the total deposits to date, the LOCAL AGENCY will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The LOCAL AGENCY agrees to pay interest at a rate as established pursuant to Section 55.03, F.S., on any invoice not paid within forty (40) calendar days until the invoice is paid.

Any payment of funds under this Agreement provision will be made directly to the DEPARTMENT for deposit.

26. LOCAL AGENCY:

- a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL AGENCY during the term of the contract; and
- b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

27. The Parties agree that this Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and/or understandings applicable to the matters herein, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Therefore, it is agreed that no deviation from the terms shall be predicated upon prior representations or agreements, whether oral or written.



28. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each Party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this agreement. Unless otherwise notified in writing, notices shall be sent to the following:

LOCAL AGENCY: Bay County, Florida  
840 W. 11<sup>th</sup> St  
Panama City, Fl. 32401

DEPARTMENT: District Secretary  
Florida Department of Transportation  
1074 Hwy. 90  
Chipley, Fla. 32428

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the dates exhibited by the signatures below.

DEPARTMENT:

LOCAL AGENCY:

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

**BAY COUNTY, a political  
subdivision of the State of Florida**

\_\_\_\_\_  
By: Phillip Gainer

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

Title: District Three Secretary

Title:

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

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Legal Review:

Legal Review:

\_\_\_\_\_  
Office of the General Counsel



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY FLORIDA AUTHORIZING THE COUNTY TO ENTER INTO AN OFF SYSTEM PROJECT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR REPLACEMENT OF SCOTTS FERRY ROAD BRIDGE OVER BEAR CREEK, BRIDGE NO. 464419; AND PROVIDING AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, Highway Bridge Replacement and Rehabilitation Program funds are available for the costs of the replacement, rehab, or inspection of bridges located off of the Federal-aid system under 23 CFR 650.413(c); and

**WHEREAS**, Scott Road Bridge over Bear Creek, Bridge No. 464419, requires replacement; and

**WHEREAS**, Scott Road Bridge is on Scott Road located in Bay County, Florida, a road **not** on the State Highway System; and

**WHEREAS**, The Parties agree that it is in the best interest of the State of Florida and BAY COUNTY for the FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), if necessary, to act for BAY COUNTY in the acquisition of the real property through voluntary acquisition and through the use of the power of eminent domain, if necessary to complete this project, as authorized by Section 336.467, Florida Statutes; and

**WHEREAS**, The Parties agree that it is in the best interest of each Party for the FDOT to undertake and to complete all aspects of the bridge replacement work, including but not limited to the design, construction, construction inspection, utilities, permits, easements and other associated tasks.

**Now, Therefore, Be It Resolved** by the Board of County Commissioners of Bay County, Florida:

**Section 1. Authority.** The Chairman of the Board of County Commissioners is authorized to enter into and execute the appropriate Off System Project Agreement with FDOT.

**Section 2. Effective date.** This resolution shall become effective upon adoption.

Done and adopted by the Board of County Commissioners of Bay County, Florida this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Tommy Hamm, Chairman

Attest:

Approved for form:

\_\_\_\_\_  
Bill Kinsaul, Clerk

\_\_\_\_\_  
Office of the County Attorney