



City of
Panama City Beach

City Hall, 17007 Panama City
Beach Parkway, Panama City
Beach, FL 32413

**CITY COUNCIL
REGULAR MEETING AGENDA
THURSDAY, JULY 23, 2026 9:00 AM**

A. CALL TO ORDER AND ROLL CALL

B. INVOCATION BY PASTOR RAMON DUVALL WITH BEACHSIDE FELLOWSHIP CHURCH

C. PLEDGE OF ALLEGIANCE LED BY COUNCILMAN ETHAN REGISTER

D. COMMUNITY ANNOUNCEMENTS

D.1 Community Announcements

[Item Memo](#)

[07.23.2026.Community Announcements.pdf](#)

E. APPROVAL OF MEETING MINUTES

E.1 July 9, 2026 Regular Meeting Minutes

[Item Memo](#)

[07.09.2026.Council Minutes.draft.pdf](#)

F. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS

G. PRESENTATIONS

G.1 Employee Years of Service Award

[Item Memo](#)

[Employee Service Awards July 2026.pdf](#)

G.2 Public Works Department Update by Director John Adair

[Item Memo](#)

[PW Dept Presentation.John Adair.pdf](#)

H. PUBLIC COMMENTS – CONSENT AGENDA AND NON-AGENDA BUSINESS (LIMITED TO THREE MINUTES)

I. CONSENT AGENDA

I.1 RESOLUTION NO. 26-136, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF ONE (1) 2026 BUTLER LT-2020-W TILT BED TRAILER FOR THE UTILITIES DEPARTMENT FROM GLOBAL RENTAL CO., INC. IN THE TOTAL AMOUNT OF \$34,194.00; AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE SOURCEWELL CONTRACT GOVERNING THAT PURCHASE.

[Item Memo](#)

[Res 26-136.Global Rental Co.Purchase Trailer.Utilities.pdf](#)

[Exh A. Sourcewell Quote 629202601.pdf](#)

[Exh B. Sourcewell Global Rental Contract 040924-ALT.pdf](#)

- I.2 **RESOLUTION NO. 26-137, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF TWO 6" ATLAS COPCO BYPASS PUMPS FOR THE UTILITIES DEPARTMENT FROM THOMPSON TRACTOR CO., INC. IN THE TOTAL AMOUNT OF \$133,903.00; AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE SOURCEWELL CONTRACT GOVERNING THAT PURCHASE.**

[Item Memo](#)

[Res 26-137.Thompson Tractor Atlas Copco Bypass Pumps Purchase.Utilities.pdf](#)

[Exh A Thompson Tractor.Quote.pdf](#)

[Exh B. Power Technique Contract 020923.pdf](#)

- I.3 ***RESOLUTION 26-138, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A PRELITIGATION BUSINESS DAMAGE CLAIM COUNTEROFFER TO CAPTAIN JACK'S FAMILY BUFFET, IN THE TOTAL AMOUNT OF \$60,000.00.**

[Item Memo](#)

[Res 26-138 RDB Management Captain Jacks Restaurant Counteroffer.pdf](#)

[160_Capt. Jack's NTBO_6.27.2025.pdf](#)

- I.4 ***RESOLUTION NO. 26-139, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A PROFESIONAL SERVICES AGREEMENT WITH FLORIDA ECONOMIC ADVISORS, LLC FOR EMINENT DOMAIN BUSINESS DAMAGES CONSULTING SERVICES RELATED TO CAPITAL IMPROVEMENTS WITHIN THE FRONT BEACH ROAD COMMUNITY REDEVELOPMENT AREA; AND AUTHORIZING EXPENDITURES UNDER THE AGREEMENT IN AN AMOUNT NOT TO EXCEED \$50,000.00 FOR THE REMAINDER OF FISCAL YEAR 2026.**

[Item Memo](#)

[Res 26-139 Florida Economic Advisors Professional Services Agreement.pdf](#)

[Florida Economic Advisors.Professional Services Agreement.pdf](#)

- I.5 **RESOLUTION NO. 26-140, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A TASK ORDER WITH HR GREEN, INC. FOR CONSTRUCTION INSPECTION SERVICES RELATED TO UTILITIES RELOCATION FOR SEGMENT 4 OF THE PANAMA CITY BEACH WIDENING PROJECT IN THE TOTAL AMOUNT OF \$381,640.00.**

[Item Memo](#)

[Res 26-140 ISS Task Order .pdf](#)

[Exh A ISS Task Order.pdf](#)

[attachment_1_HR Green Task Order PCB Parkway Utility Constr Observ Serv_2026-07-16.pdf](#)

[attachment_2_HR Green PCB Parkway Utility Constr Obser Serv 2026_TO Work Breakdown Rev 071426.pdf](#)

J. REGULAR AGENDA AND DISCUSSION / ACTION ITEMS

- J.1 **ORDINANCE NO.1684, AMENDING THE CITY CODE WITH RESPECT TO VACATION RENTAL CERTIFICATE FEE ASSESSMENT AND COLLECTION PROCEDURES, SECOND READING / PUBLIC HEARING.**

[Ord No.1684 Vacation Rentals Second Reading .pdf](#)

[BIE for Ord No.1684.pdf](#)

[Notice Proof- 2nd Reading Ord 1684.pdf](#)

J.2 RESOLUTION 26-141, APPROVING THE ADOPTION OF REVISED PLANNING AND ZONING FEES.

[Item Memo](#)

[Res 26-141 Revised Planning and Zoning Fees Schedule.pdf](#)

[Exhibit A Planning and Zoning Fees.pdf](#)

J.3 ORDINANCE NO. 1687, AMENDING SECTIONS 1.07.02 AND 2.03.00 OF THE CITY'S LAND DEVELOPMENT CODE ADDING DATA CENTERS AND LARGE LOAD CUSTOMERS AS PROHIBITED LAND USES; FIRST READING.

[Item Memo](#)

[Ord No. 1687 Banning Data Center First Reading.pdf](#)

[BIE Ord No. 1687 Data Centers as Prohibited Land Uses.pdf](#)

J.4 ORDINANCE NO. 1686, AMENDING SECTION 22-05 AND CREATING SECTION 22-6 OF THE CITY'S CODE TO INCLUDE DEFINITIONS, REGULATIONS, AND PROHIBITIONS RELATED TO MICROMOBILITY DEVICES, INCLUDING ELECTRIC BICYCLES; FIRST READING.

[Item Memo](#)

[Ord No. 1686 E-Bike Regulations First Reading.pdf](#)

[BIE Ord.1686 E-Bikes.pdf](#)

J.5 RESOLUTION NO. 26-142, MAKING FINDINGS CONCERNING THE CITY'S HISTORIC, CONTINUOUS MAINTENANCE OF LULLWATER LAKE.

[Item Memo](#)

[Res No. 26-142 Lullwater Lake.pdf](#)

J.6 RESOLUTION NO. 26-143, APPROVING AN AGREEMENT WITH BGN CONTRACTORS FOR THE RETROFIT AND HARDENING OF THE PUBLIC WORKS BUILDING LOCATED AT 200 N. GULF BOULEVARD.

[Item Memo](#)

[Res 26-143 Public Works Hardening.pdf](#)

[BGN_Safe_Room_Agreement Exh A.pdf](#)

[PCB26-31 Bid Tabulation.pdf](#)

[PCB 26-31 OVERALL EVAL Scoring Sheet - Public Works Safe Room and Generator.pdf](#)

[25-17_PW_Safe_Room_072326.pdf](#)

J.7 RESOLUTION NO. 26-144, APPROVING AN AGREEMENT WITH CP2 CONSULTING, INC., FOR COMPREHENSIVE STRATEGIC PLANNING SERVICES FOR THE CITY.

[Res 26-144 Agreement for Strategic Planning.pdf](#)

[Exhibit A - CP2 Panama City Beach Strategic Plan Proposal.pdf](#)

J.8 RESOLUTION NO. 26-145, HONORING AMERICA 250 BY PROVIDING FREE SPECTATOR ACCESS FOR BAY COUNTY RESIDENTS TO THE RUSSELL-FIELDS CITY PIER DURING AUGUST AND SEPTEMBER 2026.

[Item Memo](#)

[Res No. 26-145 Pier Access America 250 Waiver Fees.pdf](#)

[Proposed Promotion Guidelines_Pier Spectator Fee Waiver_Bay County Residents_Aug and Sept 2026.pdf](#)

J.9 DISCUSSION ITEM - ROUNDABOUT GATEWAY FEATURE.

[Item Memo](#)

[Councilman Register - Roundabout Gateway Feature.pdf](#)

K. CITY MANAGER REPORT

L. CITY ATTORNEY REPORT

M. COUNCIL COMMENTS

N. ADJOURNMENT

* AT EACH OF ITS REGULAR OR SPECIAL MEETINGS, THE CITY COUNCIL ALSO SITS, EX-OFFICIO, AS **THE CITY OF PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY** , JOINTLY AND CONCURRENTLY, AND MAY CONSIDER ITEMS AND TAKE ACTION IN THAT LATTER CAPACITY. ACTION ITEMS NOTED WITH AN ASTERICK.

PAUL CASTO	X
MARY COBURN	X
MICHAEL JARMAN	X
ETHAN REGISTER	X
STUART TETTEMER	X

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

/s/ City Clerk	Date
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PAUL CASTO	X
MARY COBURN	X
MICHAEL JARMAN	X
ETHAN REGISTER	X
STUART TETTEMER	X

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

/s/ City Clerk	Date
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The Agenda Packet is posted on the City's website at WWW.PCBFL.GOV by close of business on the Friday before the meeting. City Council meetings are live streamed on the City's website WWW.PCBFL.GOV and City Facebook page "PANAMA CITY BEACH-GOVERNMENT". One or more members of other City Boards may appear and speak at this meeting. If a person decides to appeal any decision made by the City Council with respect to any matter considered at the meeting, if an appeal is available, such person will need a record of the proceeding, and for this purpose, such person may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based. Sec. 286.0105, FS (2020).



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Mindy Lawyer, City Council

2. MEETING DATE:

July 23, 2026

3. REQUESTED MOTION/ACTION:

Report community events / announcements within the City of PCB.

4. AGENDA:

COMMUNITY ANNOUNCEMENTS

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Quality of Life

N/A

**7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE
ACHIEVED?**

Report community events / announcements within the City of PCB.

[07.23.2026.Community Announcements.pdf](#)



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Community Announcements
for the
July 23, 2026
City Council Regular Meeting

Date	Event	Location
Tonight - Thurs, July 23rd	Summer Concert Series 7 PM to 9 PM (Band: Will Thompson Band – Variety)	Aaron Bessant Park
Thurs, July 30th	Summer Concert Series 7 PM to 9 PM (Band: John “Papa” Gros – NOLA Funk and R&B)	Aaron Bessant Park
Sat, Aug 1st	Summer Splash n’ Dash	Frank Brown Park
Tues, Aug 4th	Council Special Meeting/Budget Workshop Beginning at 9:00 AM	City Hall
Tues, Aug 11th	City Council Meeting beginning at 9 AM	City Hall

Mayor
Stuart Tettermer

Vice Mayor
Michael Jarman

Ward 1
Paul Casto

Ward 2
Ethan Register

Ward 3
Mary Coburn

City Manager
Drew Whitman
Asst. City Mgr.
Holly White



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Lynne Fasone, City Council

2. MEETING DATE:

July 23, 2026

3. REQUESTED MOTION/ACTION:

Review and approve City Council's July 9, 2026 Regular meeting minutes.

4. AGENDA:

APPROVAL OF MEETING MINUTES

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY: N/A**7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE
ACHIEVED?**

Per the City Charter and Florida Statutes, the City Clerk shall prepare meeting minutes for each City Council meeting.

[07.09.2026.Council Minutes.draft.pdf](#)



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DRAFT - MINUTES of the **July 9, 2026**, Regular Meeting of the City Council of the City of Panama City Beach, Florida, and when permitted or required by the subject matter, the Panama City Beach Community Redevelopment Agency.

Mayor Stuart Tettemer called Thursday, July 9, 2026, regular meeting to order at 5:00 p.m.

ROLL CALL

COUNCILMEMBER MARY COBURN

COUNCILMAN ETHAN REGISTER - *Excused*

VICE MAYOR MICHAEL JARMAN

COUNCILMAN PAUL CASTO

MAYOR STUART TETTEMER

A quorum was present with four members of City Council. Others present were City Manager Drew Whitman, Assistant City Manager Holly White, City Clerk Lynne Fasone, City Attorney Andy Weddle, Directors, Staff, and members of the public and press.

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The invocation was offered by Pastor Ramon Duvall from Beachside Fellowship Church. Vice Mayor Michael Jarman led the Pledge of Allegiance.

COMMUNITY ANNOUNCEMENTS

Mayor Tettemer presented community announcements.

APPROVAL OF MEETING MINUTES

Mayor Tettemer called for approval of the June 25, 2026, meeting minutes. Hearing and seeing no comments, **Councilman Casto moved to approve the meeting minutes as presented. Vice Mayor Jarman seconded the motion. All were unanimously in favor of approval of the June 25, 2026 meeting minutes by a (4-0) roll call vote.**

Vice Mayor Jarman	Aye
Councilman Casto	Aye
Councilmember Coburn	Aye
Councilman Register	<i>Excused</i>
Mayor Tettemer	Aye

APPROVAL OF AGENDA – *Amended*

Mayor Tettemer called for approval of the agenda and invited Council members and the City Manager to offer any additions and/or deletions. **Mayor Tettemer recommended Item J.4 regarding the Frank Brown Pickleball Courts and Item J.5. regarding Committee Appointments be moved up on the regular agenda.** Hearing and seeing no further amendments, **Vice Mayor Jarman moved to approve the agenda as amended. Councilmember Coburn seconded the motion. All were unanimously in favor of the motion to approve the agenda as amended by a (4-0) roll call vote.**

Vice Mayor Jarman	Aye
Councilman Casto	Aye

Councilmember Coburn	Aye
Councilman Register	<i>Excused</i>
Mayor Tettemer	Aye

PRESENTATIONS

On behalf of the Council, Vice Mayor Jarman presented Parks & Recreation Director Cheryl Joyner with a proclamation proclaiming July as Parks & Recreation month.

PUBLIC COMMENTS - NON-AGENDA BUSINESS (LIMITED TO THREE MINUTES)

Mayor Tettemer provided instructions and then opened the floor to public comments on the consent agenda and/or non-agenda business, limited to three minutes each. **Hearing and seeing none**, Mayor Tettemer asked City Clerk Fasone to read the Consent Agenda.

CONSENT AGENDA

RESOLUTION NO. 26-130, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH SOUTHERN CONSTRUCTION SERVICE, INC., FOR THE CONSERVATION PARK BOARDWALK REHABILITATION PROJECT AT SET UNIT PRICES IN AN AMOUNT NOT TO EXCEED \$1,250,000.00.

Mayor Tettemer asked Clerk Fasone to call the roll. **Vice Mayor Jarman moved to approve the Consent Agenda. Councilmember Coburn seconded the motion. All were unanimously in favor of approval of the Consent Agenda by a (4-0) roll call vote.**

Vice Mayor Jarman	Aye
Councilman Casto	Aye
Councilmember Coburn	Aye
Councilman Register	<i>Excused</i>
Mayor Tettemer	Aye

REGULAR AGENDA - DISCUSSION/ACTION ITEMS – *Amended*

Moved up to **ITEM 1. FRANK BROWN PARK PICKLEBALL COURTS.**

Mayor Tettemer recommended that the title of the Resolution be read later, after the Council discussed the alternates. Mayor Tettemer called for public comments. Hearing and seeing no comments, Mayor Tettemer closed the public comment period and invited Director John Adair to explain this item.

Director Adair presented the **attached** PowerPoint. Director Adair reported that Staff was asked to rebid this project with Alternates. Director Adair presented Alternates #1 through #3. Director Adair reported that Staff recommended approval of Alternate #1.

Mayor Tettemer called for comments from the Council. A brief discussion took place regarding the original budget being \$1million dollars and that no budget amendment was needed because of timing to completion. Mayor Tettemer inquired as to the timeline to completion. Director Adair reported 365 days to substantial completion.

Councilman Casto reported that he was comfortable with Staff's recommendation Alternate #1 and phasing in the restrooms and shade structure later. Mayor Tettemer concurred and explained that restrooms in the meantime were over by the Skate Park. Manager Whitman concurred and those

restrooms were under construction now and added that that facility was approximately 100-150 yards from the proposed Pickleball location.

Councilmember Coburn noted that she was comfortable with Alternated #1 which would build as many courts as possible, especially since the Lyndell Courts would be torn down after this construction was completed.

Mayor Tettemer confirmed that the consensus of the Council was Alternate #1 and asked Attorney Weddle to read that resolution by title only.

RESOLUTION NO. 26-132, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH RELIANTSOUTH CONSTRUCTION GROUP, INC. FOR THE CONSTRUCTION OF THE FRANK BROWN PARK PICKLEBALL COURTS “ALTERNATE NO. 1” CONFIGURATION IN THE TOTAL AMOUNT OF \$1,267,934.00; AND AUTHORIZING THE EXECUTION OF QUALIFYING CHANGE ORDERS IN AN AMOUNT NOT TO EXCEED \$127,000.00.

Mayor Tettemer called for final comments from the Council. Hearing and seeing none, **Vice Mayor Jarman moved to approve Resolution 26-132 and Alternate #1. Councilman Casto seconded the motion. All were in favor of approval by a unanimous roll call vote (4-0).**

Vice Mayor Jarman	Aye
Councilman Casto	Aye
Councilmember Coburn	Aye
Councilman Register	<i>Excused</i>
Mayor Tettemer	Aye

***Moved up to* Item 2. DISCUSSION ITEM/ ACTION BY MOTION, APPOINTMENTS.**

Mayor Tettemer announced his appointment of **Mr. Lynn McKee** to serve on the **Half-Cent Sales Tax Committee**, subject to confirmation by the City Council. Mayor Tettemer noted that Mr. McKee is a retired police officer and a graduate of the City’s first Citizen’s Academy. Mr. McKee is in the audience this evening.

Mayor Tettemer then nominated **Ms. Kathy Holschlag** to the **Audit Committee**. Mayor Tettemer noted that Ms. Holschlag used to be CFO for the City of Fulton MO, before retiring after 20 years. Ms. Holschlag lives in Colony Club and enjoys water aerobics at Frank Brown Park, so she enjoys our amenities. Ms. Holschlag is currently a participant in the City’s second Citizens Academy.

Mayor Tettemer called for additional nominations for the Audit Committee. Hearing and seeing none, **Vice Mayor Jarman moved to appoint Mr. McKee to the Half Cent Committee and Ms. Holschlag to the Audit Committee. Councilman Casto seconded the motion. All were in favor of both nominations by a unanimous (4-0) roll call vote.**

Vice Mayor Jarman	Aye
Councilman Casto	Aye
Councilmember Coburn	Aye
Councilman Register	<i>Excused</i>
Mayor Tettemer	Aye

ITEM 3. ORDINANCE NO. 1685, AMENDING THE CITY CODE REGARDING SEXUAL OFFENDERS AND SEXUAL PREDATORS; SECOND READING / PUBLIC HEARING.

Mayor Tettemer invited Attorney Weddle to read Ordinance No. 1685 by title only. Mayor Tettemer opened the public hearing. Hearing and seeing no comments, Mayor Tettemer closed the public hearing and invited Attorney Weddle to explain this item.

The City Attorney Weddle explained that the Florida Legislature and Governor DeSantis adopted CS/SB 212, which amended several statutes relating to sexual offenders and sexual predators. Attorney Weddle added that the legislation added swimming pools to various statutory restrictions, modified loitering and contact prohibitions in areas where children commonly congregate, and established additional requirements related to school and childcare facilities.

Mayor Tettemer called for comments from Council. Hearing and seeing none, **Vice Mayor Jarman moved to approve Ordinance 1685. Councilmember Coburn seconded the motion. All were unanimously in favor of approval of Ordinance No. 1685 at second reading by a (4-0) roll call vote.**

Vice Mayor Jarman	Aye
Councilman Casto	Aye
Councilmember Coburn	Aye
Councilman Register	Excused
Mayor Tettemer	Aye

ITEM 4. LARGE CONDITIONAL USE APPLICATION LOCATED ON THE EAST SIDE OF 16061 PANAMA CITY BEACH PARKWAY, PUBLIC HEARING / QUASI JUDICIAL HEARING.

Mayor Tettemer reported this is a hearing to consider approval of a Large Conditional Use Application from Pier Park, LLC and WCI Holdings, LLC, section 5.06.01 of the City's Land Development Code. Mayor Tettemer added that this is a quasi-judicial hearing governed by the City's Land Development Code. This hearing is based on the recommendation of the Planning Board's approval and Members of the Council have been provided a copy of that Order for review.

Mayor Tettemer asked the Clerk to swear in witnesses wishing to speak during the hearing.

Mayor Tettemer invited Director Leonard to the podium and asked if the notice requirements were met for this hearing. Director Leonard reported yes that they were met.

Mayor Tettemer asked Council members to make their Jennings Disclosures. Councilman Casto, Vice Mayor Jarman and Mayor Tettemer all replied nothing to report. Councilmember Coburn reported that she had attended the Planning Board meeting, had driven by the property and talked with residents about the proposed project.

Mayor Tettemer invited Director Leonard to present Staff's report. Director Leonard provided a description of the project, the location, and requirements to be met and details on the public meeting. Director Leonard further reported that the Planning Board approved this item by a 7-0 vote in favor at its June 10 meeting, with a condition that a safety barrier fence along Panama City Beach Parkway be designed constructed and installed to prevent vehicular trespass onto any portion of the golf course. Director Leonard asked that the agenda packet be entered into the record.

Mayor Tettemer invited Mr. Robert Carroll to the podium. Mr. Carroll reported that he was the agent for the Applicant. Mr. Carroll presented the **attached** PowerPoint explain the proposal. Mr. Carroll noted that there would be more than adequate parking available for both sites and that this project was part of the Master Plan for Pier Park. Mr. Carroll reported that they did not anticipate any erosion.

Mayor Tettemer called for questions for the Applicant from the Council. Hearing and seeing none.

Mayor Tettemer called for comments from Affected Parties:

1. Molly Allen, Lullwater Drive – Mrs. Allen expressed her appreciation for Mr. Carroll's comments. Mrs. Allen expressed concern about the left lower corner from the parking lot, noting that she understood that it was an artist rendering, but wanted to make sure that that road is not a requirement and that there are no bright lights from this building out to the Lullwater neighborhood. Mrs. Allen also expressed concern that there may be noise with the carts. Mrs. Allen summarized her concerns with the project being lighting, water, noise and parking lot.

Mayor Tettemer called for additional public comments by Affected Parties. Hearing and seeing none. Mayor Tettemer called for Rebuttal from Staff. Hearing and seeing none, Mayor Tettemer called for Rebuttal from the Applicant.

Mr. Carroll reported that they hear and feel like they have addressed those concerns and it is not the intention of the Applicant to add a driveway and confirmed that the rendering was old. Mr. Carroll added that he felt that we would be a great neighbor.

Mayor Tettemer confirmed that the carts would be electric only and adding the fence was a condition. Vice Mayor Jarman concurred and noted that if something is not right, this could be brought back to Council in the future.

Mayor Tettemer closed the evidentiary portion of the hearing at 5:32 p.m.

Mayor Tettemer called for final closings arguments by Staff and the Applicant. Hearing and seeing none at 5:33 p.m.

Mayor Tettemer called for discussion by the Council. **Vice Mayor Jarman moved to approve the Large Conditional Use on the East Side of 16061 Panama City Beach Parkway with the conditions that the carts are electric only and that a fence be installed as the Planning Board described in its Order. Councilmember Casto seconded the motion. All were unanimously in favor of approval of Large Conditional Use as described above by a (4-0) roll call vote.**

Vice Mayor Jarman	Aye
Councilman Casto	Aye
Councilmember Coburn	Aye
Councilman Register	<i>Excused</i>
Mayor Tettemer	Aye

ITEM 5. RESOLUTION NO. 26-131, APPROVING AN AGREEMENT WITH H.A. CONTRACTING CORP. FOR THE CONSTRUCTION OF A POLICE K-9 TRAINING FACILITY; AND AUTHORIZING A BUDGET AMENDMENT.

Mayor Tettemer invited Attorney Weddle to read Resolution No. 26-131 by title only. Mayor Tettemer called for public comments. Hearing and seeing no comments, Mayor Tettemer closed the public comment period and asked Deputy Chief Deegins to explain this item.

Deputy Chief Deegins presented the **attached** PowerPoint and provided details on the City's K-9 program, described the proposed building to be located on Gulf Blvd. Deputy Chief Deegins respectfully requested that Council push the resolution forward.

Mayor Tettemer called for comments from Council.

Councilman Casto responded that the City's K-9 program is one of the greatest programs in the area and inquired if the City would use the entire 3 acres for the training facility. Manager Whitman reported that the City would only be using enough for our building and the County would keep the rest.

Further discussion took place regarding funding, the grant awarded to the City, maxing out impact fees at 33%, contract pricing increasing and the building being storm hardened up to 150 miles per hour.

Mayor Tettemer and Vice Mayor Jarman expressed their support. Councilmember Coburn concurred and added this is a great example of the City and County collaborating.

Councilman Casto moved to approve Resolution No. 26-131. Vice Mayor Jarman seconded the motion. All were unanimously in favor of approval of Resolution No. 26-131, by a (4-0) roll call vote.

Vice Mayor Jarman	Aye
Councilman Casto	Aye
Councilmember Coburn	Aye
Councilman Register	<i>Excused</i>
Mayor Tettemer	Aye

CITY MANAGER REPORT –Nothing further at this time.

CITY ATTORNEY REPORT – Nothing further at this time.

COUNCIL COMMENTS –Mayor Tettemer called for comments from the Council.

Vice Mayor Jarman posed a legal question to Attorney Weddle to test his knowledge, being that this the first meeting he presented. Attorney Weddle passed with flying colors!

Councilmember Coburn reported that the Bay County Estuary would be hosting a run at Conservation Park, on September 26, and invited everyone to sign up.

Mayor Tettemer recommended adding to a future council agenda "Traditional Neighborhood Developments" from the LDC as a discussion item. Mayor Tettemer thanked the Planning Board for going through a marathon meeting this week.

Mayor Tetteimer happily reported that the orange barrels from Frank Brown Park to FBP Nautilus had been removed by the State and also thanked the State – Governor DeSantis, Representative Giffith, and Trumbull, Chuck Perdue, Mr. Smith, and Zach Goodwin, for allowing the City to add additional turn lanes on Back Beach to the project. Mayor Tetteimer wished everyone a Happy 250 Anniversary and thanked service members for their service to the United States. Mayor Tetteimer invited everyone to attend Council’s next meeting on Thursday, July 23 at 9:00 a.m.

With nothing further, Mayor Tetteimer adjourned the meeting by unanimous consent at 5:52 p.m.

READ AND APPROVED this _____ day of July, 2026.

CITY OF PANAMA CITY BEACH, FLORIDA

Stuart Tetteimer, Mayor

ATTEST:

Lynne Fasone, MMC, City Clerk

* ACTION ITEMS NOTED WITH AN ASTERISK ARE TAKEN BOTH BY THE CITY COUNCIL AND THE **PANAMA CITY BEACH REDEVELOPMENT AGENCY** JOINTLY AND CONCURRENTLY. IN THE EVENT OF A CONFLICT BETWEEN THE FOREGOING MINUTES AND A VERBATIM TRANSCRIPT OF THESE MINUTES, THE FOREGOING MINUTES SHALL CONTROL.



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Julie Roeder, Administration

2. MEETING DATE:

July 23, 2026

3. REQUESTED MOTION/ACTION:

Recognize employee for years of service with the City.

4. AGENDA:

PRESENTATIONS

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Quality of Life

N/A

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Recognition of employee service with the City.

[Employee Service Awards July 2026.pdf](#)



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**City Council Meeting
July 23, 2026**

Employee Plaque Presentations

**Police Department
Christopher Boyer – 20 Years**

Kendall Hatley – 5 Years

Mayor
Stuart Tettermer

Vice Mayor
Michael Jarman

Ward 1
Paul Casto

Ward 2
Ethan Register

Ward 3
Mary Coburn

City Manager
Drew Whitman
Asst. City Mgr.
Holly White



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

John Adair, Public Works

2. MEETING DATE:

July 23, 2026

3. REQUESTED MOTION/ACTION:

Council to receive the presentation and provide direction to staff, if necessary.

4. AGENDA:

PRESENTATIONS

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY: N/A
N/A

**7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE
ACHIEVED?**

The Council requested periodic update from each department during a city council meeting to review current projects, initiatives, etc.

[PW Dept Presentation.John Adair.pdf](#)

PUBLIC WORKS



PRESENTED BY:
JOHN ADAIR, P.E.
PUBLIC WORKS DIRECTOR

DEPARTMENT UPDATE

JULY 23, 2026



PUBLIC WORKS DEPARTMENT

EMERGENCY MANAGEMENT

ENGINEERING

CRA

OPERATIONS AND MAINTENANCE

REVIEWS

MS4 & NPDES

CAPITAL PROJECTS

INTERNAL PROJECTS

CRS

PLATS

ROW

DEVELOPMENT

FLOODPLAIN MANAGEMENT

STORMWATER MANAGEMENT

VERTICAL

STORMWATER

ROADWAYS

STREET

STORMWATER

FLEET

OUTFALLS

PONDS, SWALES, CHANNELS

CURBS/INLETS/PIPES

SIGNAGE

LANDSCAPING

SIDEWALKS

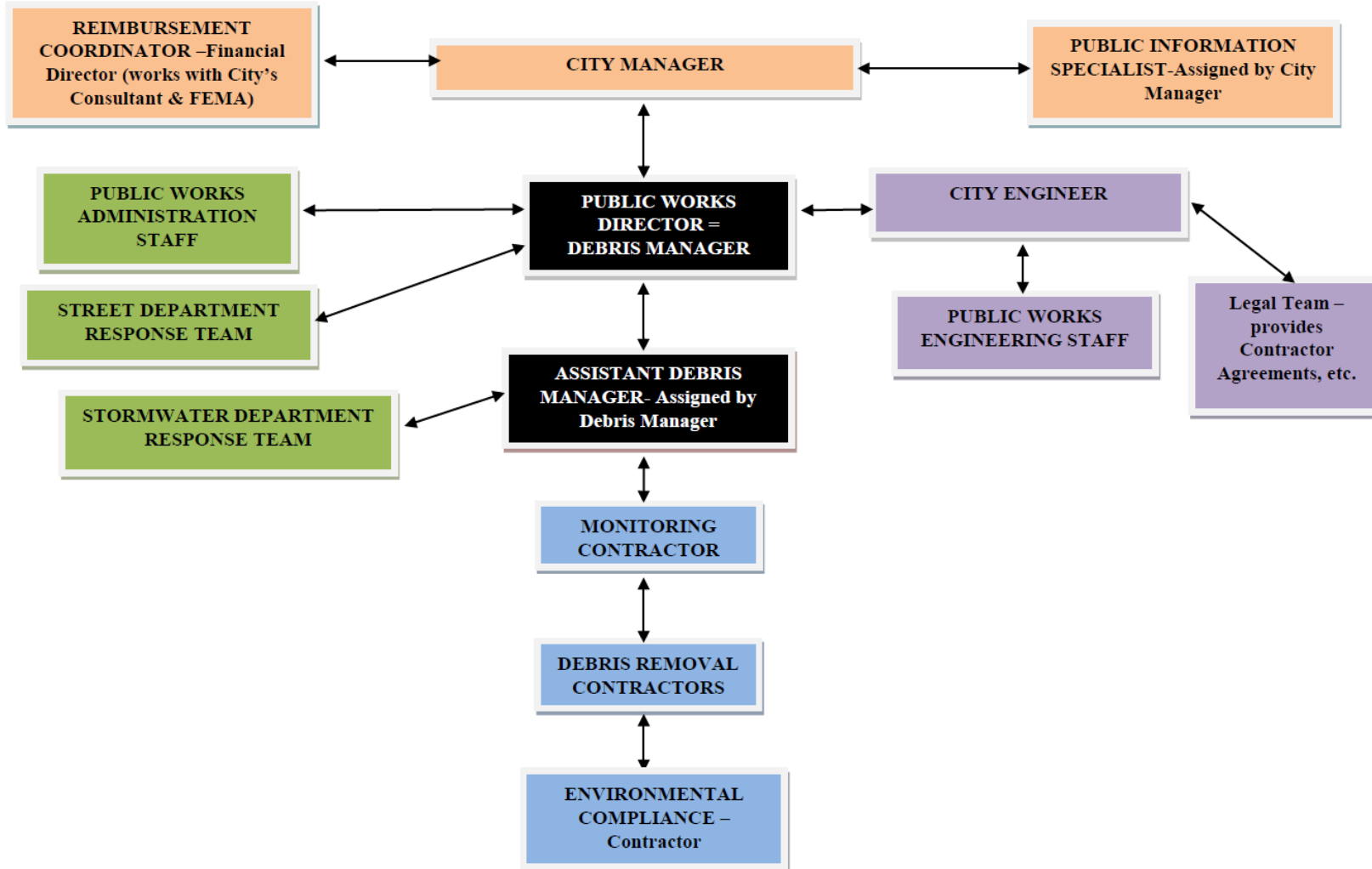
PAVEMENT

DEBRIS & BULK WASTE



EMERGENCY MANAGEMENT

APPENDIX A, FIGURE 1
DEBRIS MANAGEMENT PLAN
ORGANIZATIONAL CHART
CITY OF PANAMA CITY BEACH, FLORIDA





ENGINEERING

REVIEW EXAMPLES

- ▶ DEVELOPMENT ORDERS AND BUILDING PERMITS
- ▶ PLATS
- ▶ COMMERCIAL & RESIDENTIAL SUBDIVISIONS
- ▶ FLOODPLAIN MANAGEMENT
 - ▶ Floodplain Management
 - ▶ Stormwater Management
- ▶ RIGHT-OF-WAY PERMITS
 - ▶ New Chapter 19 Article VIII ordinance
 - ▶ Help reduce line strikes, roadway repairs
 - ▶ Moratorium on newly paved roadways
 - ▶ Requirements for restoration of right-of-way



ORDINANCE NO. 1683

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING CHAPTER 19, ARTICLE VIII, OF THE CITY'S CODE OF ORDINANCES RELATED TO RIGHT-OF-WAY PERMITTING AND PERMITTEE OBLIGATIONS; CREATING PHASING REQUIREMENTS FOR LARGE RIGHT-OF-WAY PROJECTS; CREATING SECTION 19-166 RELATED TO DAMAGE OF CITY FACILITIES; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY, SCRIVENER'S ERRORS, LIBERAL INTERPRETATION, MODIFICATIONS, CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.



ENGINEERING

MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4)

▶ PUBLICLY OWNED STORMWATER SYSTEM

▶ SENATE BILL 704 – SIGNED JUNE 28, 2024 – NEW REQUIREMENTS

▶ Performance Criteria, O&M Plans, Inspection Checklists, Asset Inventory and Management

▶ NEW PERMIT ACQUIRED SEPTEMBER 11, 2025

▶ New inspection, reporting and deliverables due to FDEP

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

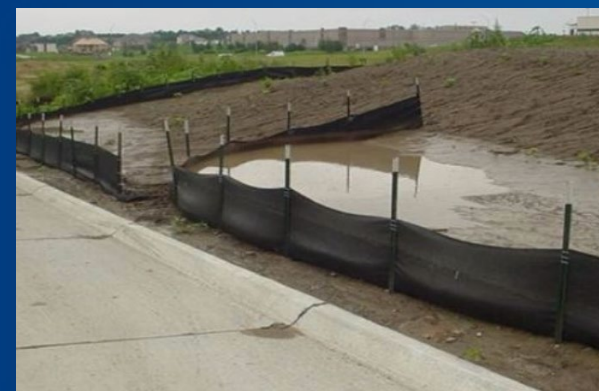
▶ CONTROL WATER POLLUTION BY REGULATING POINT SOURCE DISCHARGES

▶ INSPECTIONS, MONITORING & REPORTING

COMMUNITY RATING SYSTEM (CRS)

▶ DISCOUNTED FLOOD INSURANCE RATES CITYWIDE

▶ Renewal in progress





ENGINEERING – CAPITAL IMPROVEMENT

COMPLETED 25-26 (21 TOTAL)

- ▶ **FBR and South Thomas Lighting Project**
- ▶ **Alf Coleman Roadway Improvements (CRA)**
- ▶ **FBR Segment 3 (CRA)**
- ▶ **Nautilus Sidewalk (LAP)**
- ▶ **R Jackson Blvd Phase II (LAP)**
- ▶ **Firenzo Overflow Parking Lot**
- ▶ **Pavement Condition Analysis**

OTHER DEPARTMENT ASSISTED COMPLETED 25-26

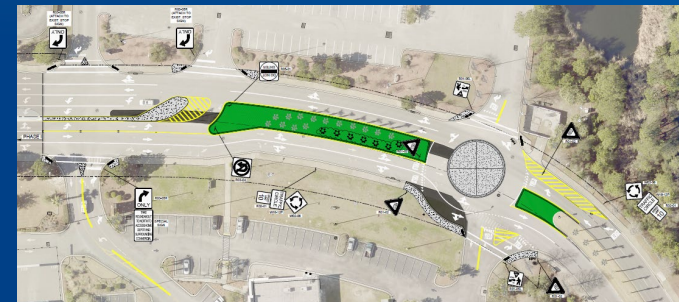
- ▶ **Fire Training Tower (FD)**
- ▶ **Fire Station 31 (FD)**
- ▶ **Fire Station 32 (FD)**
- ▶ **FBP Skate Park (Parks)**

ACTIVE (40-50+)

- ▶ **FY26 Roadway Resurfacing**
- ▶ **Engineering Technical Manual**
- ▶ **Citywide Roadway Striping**
- ▶ **PW Safe Room**
- ▶ **Gulf Blvd Fleet Building**
- ▶ **Lullwater Lake Water Quality**
- ▶ **Clarence St Reconstruction**
- ▶ **Randy Road Drainage Improvements**
- ▶ **Stormwater Management Master Plan**

OTHER DEPARTMENT ASSISTED ACTIVE

- ▶ **Police K-9 Facility (PD)**
- ▶ **FBP Stormwater Improvements (Parks)**
- ▶ **FBP Pickleball Courts (Parks)**
- ▶ **Police Substation (PD)**

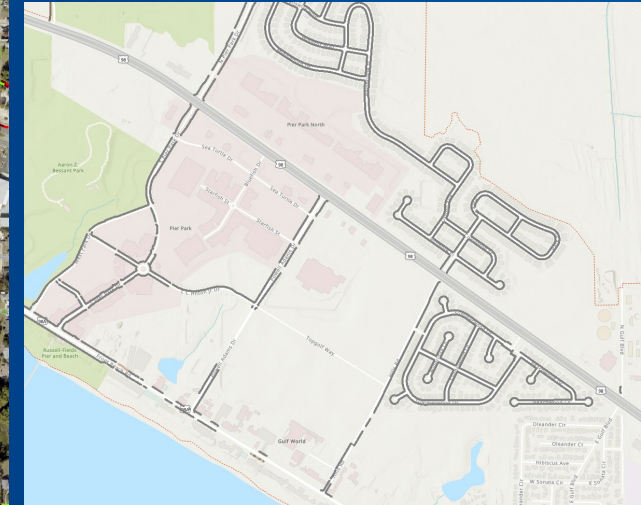




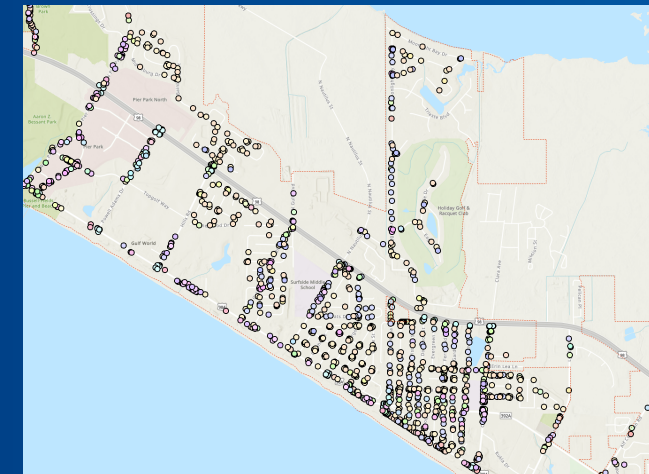
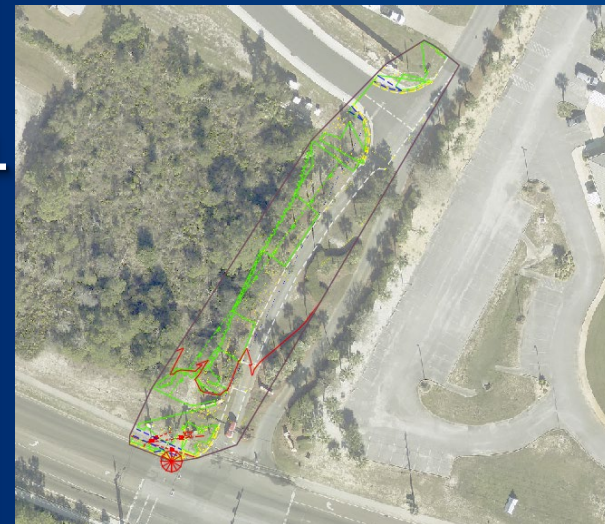
ENGINEERING – NEW Initiatives

ASSET MAPPING & IN-HOUSE

- ▶ **MAPPING AND TRACKING ALL ASSETS**
 - ▶ PAVEMENT CONDITION ANALYSIS
 - ▶ UPCOMING SW ASSET INVENTORY
- ▶ **IN-HOUSE DESIGNS**
- ▶ **IN-HOUSE CEI**
- ▶ **IN-HOUSE FIELD SURVEYS**
- ▶ **FDOT LAP CERTIFIED AGENCY WIDE – UNTIL JUNE 2028**
 - ▶ IN-HOUSE PROJECT MANAGEMENT, DESIGN AND CEI
 - ▶ FIRST CEI PROJECT – NAUTLIUS SIDEWALK
 - ▶ RECEIVED PERFECT SCORES IN ALL CATEGORIES



PAVEMENT CRACKS & SIDEWALK GAPS



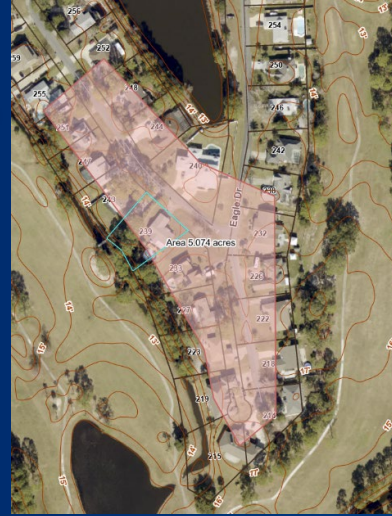
SIGN+POST LOCATIONS & CONDITIONS



ENGINEERING & O&M – NEW Initiatives

COMMUNITY AND LOCAL

- ▶ PROGRAM STARTED OCTOBER 1, 2025
- ▶ 11 PROJECTS RESOLVED/COMPLETED
- ▶ 7 ACTIVE IN DESIGN/CONSTRUCTION
- ▶ EXAMPLE: 239 EAGLE DR
 - ▶ \$110,879 Estimated Savings



EMERGENCY

- ▶ RAPID RESPONSE AND RESOLUTIONS
- ▶ EXAMPLE: FBR Near Seachase Condos





ENGINEERING

MEET THE TEAM

- ▶ Assistant PW Director – Kathy Younce, E.I.
- ▶ Business Manager – Marsha Rivett
- ▶ Engineers
 - ▶ Marcie Douglas, P.E.
 - ▶ Cristina Patterson
 - ▶ Emma Grannan – Intern
- ▶ Inspectors
 - ▶ Joe Pace
 - ▶ Jacob Shores
 - ▶ Joseph Flannagan
- ▶ Administration
 - ▶ Isaac Delgado
 - ▶ Brian Keller (½ shared with Utilities)





CRA (DRMP & PUBLIC WORKS)

ACTIVE PROJECTS

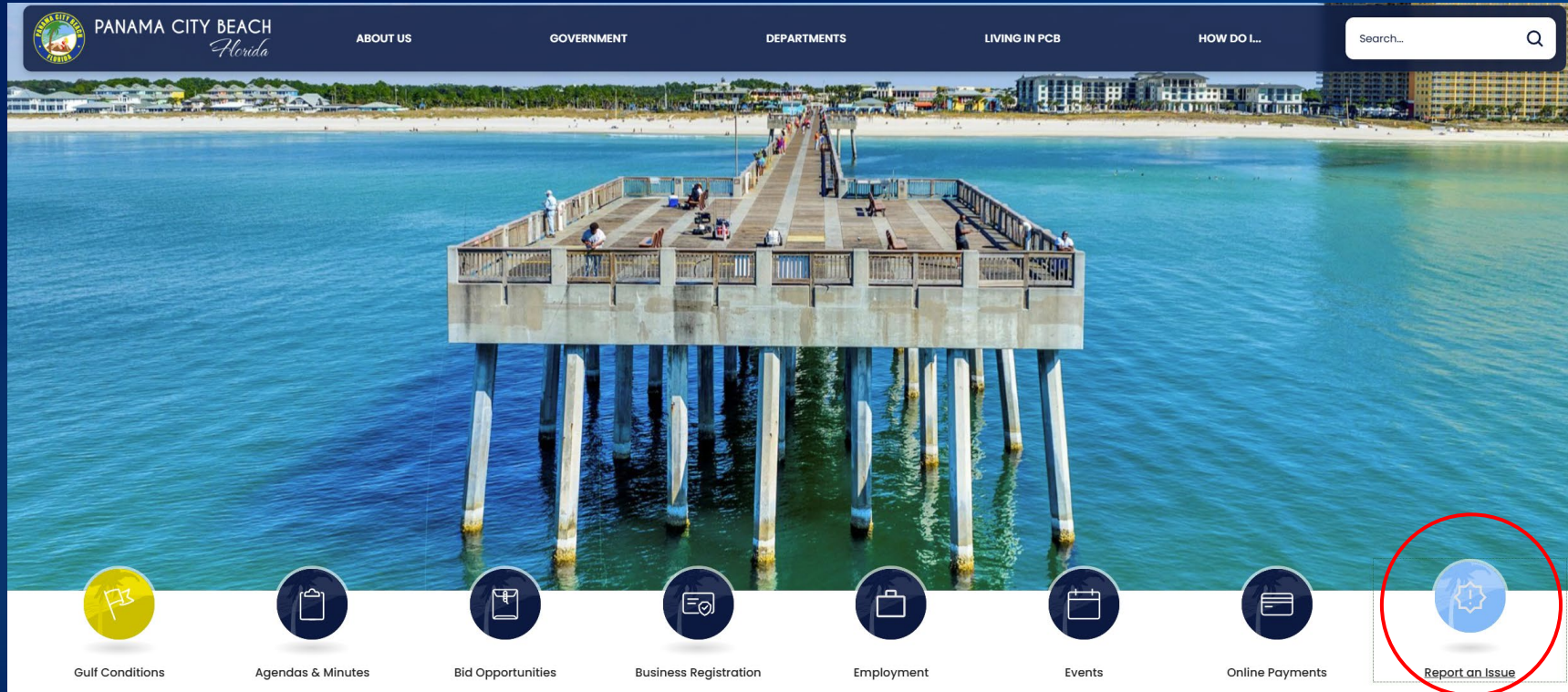
- ▶ Front Beach Road Segment 4.1
- ▶ Front Beach Road Segment 4.2
- ▶ Front Beach Road Segment 4.3
- ▶ FBR Midblock Crosswalk Improvements
- ▶ Cobb Road Resurfacing and Sidewalk Improvements
- ▶ Clara Ave Resurfacing and Sidewalk Improvements
- ▶ Richard Jackson Blvd Resurfacing
- ▶ Nautilus St Resurfacing and Sidewalk Improvements
- ▶ Powell Adams Rd Phase II
- ▶ Hills Road
- ▶ Segment 5 Stormwater Box Culverts (3)
- ▶ Design Manual Update





OPERATIONS AND MAINTENANCE

SEECCLICKFIX



Report an Issue/Request Service

[Print](#) [Feedback](#) [Share & Bookmark](#) [Font Size](#) [A](#) [A](#) [A](#)

Welcome to the SeeClickFix app designed to submit and follow requests within the community.

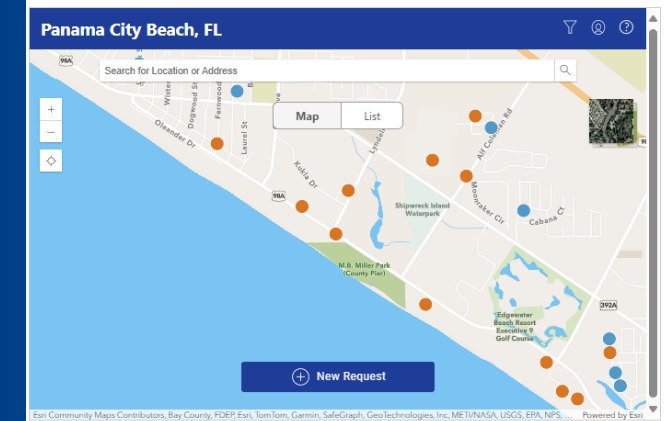
Use the SeeClickFix app below to request assistance with City services or report non-emergency issues such as potholes, water line breaks, water quality issues, abandoned vehicles, traffic signal/sign problems, code violations, and more. The City currently is operating a pilot bulk garbage pickup program which also utilizes this app. When attempting to request bulk pickup, if your address does not come up, then you are not inside the City limits. The City can only pick up inside our boundaries.

The City will acknowledge newly submitted issues and forward them to the appropriate City departments to take care of the requests. You will receive email updates and can come back here, or to the [SeeClickFix website](#), to check the status of submitted issues. Separate issues should be submitted as separate SeeClickFix reports. You can also download mobile versions of the app for [iOS](#) and [Android](#) devices.

Note: Please make sure the address you are providing is the location of the issue being reported.

Law enforcement issues (illegal parking or other activities, noise ordinance violations, etc.) need to be reported directly to the Police Department by calling 850-233-5000 (for non-emergencies) or 911 (for emergencies).

Issues with lights being out should be reported to Florida Power & Light [here](#). Some lights are privately owned, so look for the metal tab on the light pole that should begin with the letter P. This will help the power company in locating the exact light.



- ▶ Working with IT Department to update report categories for clarity while maintaining analytic requirements
- ▶ In testing and should be live soon



OPERATIONS AND MAINTENANCE

SEELICKFIX

Ticket Category	2024		2025		Improvement	
	Tickets Created	Days to Close	Tickets Created	Days to Close	Tickets Created	Days to Close
Utilities Asphalt Repair	46	51.8	183	7.4	298%	-86%
Blocked Stormwater Drain	41	47.6	58	6.5	41%	-86%
Bulk Waste Pickup	468	5.5	N/A			
Crosswalk Lights Damaged	8	11.5	12	1.9	50%	-83%
Ditch Cleanout	7	63.3	17	16.7	143%	-74%
Flooding Concerns	14	45.9	26	5.8	86%	-87%
Line of Sight Cleanup	10	17	58	1.5	480%	-91%
Sidewalk Repair	10	17.9	33	3.4	230%	-81%
Street Sign Missing/Damaged	53	8	90	1.3	70%	-84%
Pothole	32	9.7	55	3.3	72%	-66%
Patchwork or Repair	129	10.5	182	6.7	41%	-36%





OPERATIONS AND MAINTENANCE

CONTINUED





- ▶ Average 70+ Work Orders per month
- ▶ 65% of work orders returned in one day
- ▶ 87% of work orders done in-house

MEET THE TEAM

- ▶ Kevin Walden
- ▶ Robert Wallwork



FLEET

Fleet Maintenance Report

Total Work Orders
512

Date Range
December - June

Department Served
6

Work Orders days to completion

• Same Day	89	28.08%
• 1 Day	117	36.91%
• 2 to 3 Days	30	9.46%
• 4 to 7 Days	33	10.41%
• 8 to 14 Days	22	6.94%
• 15 to 30 Days	22	6.94%

Public Utilities **48.6%**

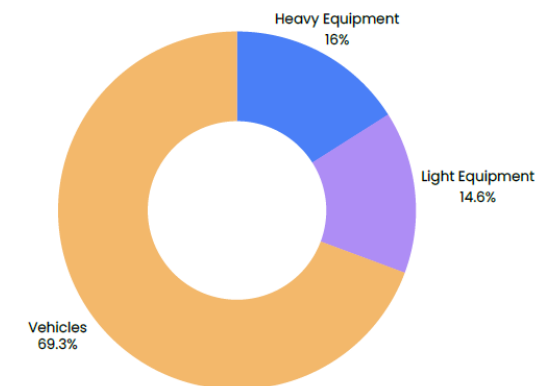
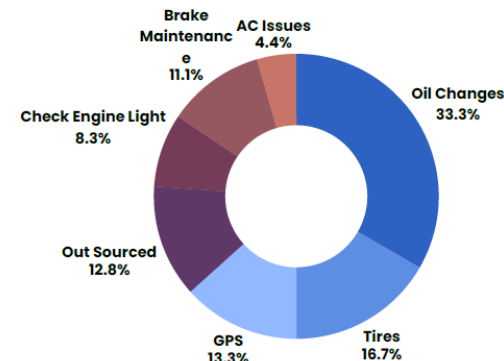
Public Works **48%**

Police Department **1.4%**

City Hall **1%**

Facility Maintenance **0.8%**

Fire Department **0.2%**





OPERATIONS AND MAINTENANCE

MEET THE TEAM

- ▶ Field Operations Manager - Kevin Colvin
- ▶ Supervisors – Scott Simmons (Streets) & John Smith (Stormwater)
- ▶ Maintenance Workers - 8 Stormwater, 12 Streets, 4 CRA

QUESTIONS ?





CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Carrie Jagers, Utilities

2. MEETING DATE:

July 23, 2026

3. REQUESTED MOTION/ACTION:

Approve the purchase of one Butler heavy duty tandem axle tilt bed trailer in the amount of \$34,194.00 from Global Rental Co., Inc. via a "piggyback" on Sourcewell contract #040924-ALT.

4. AGENDA:

CONSENT AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** Yes

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Public Safety

Financial Health

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The Utilities Department is requesting approval to purchase one (1) heavy-duty tandem axle tilt bed equipment trailer to safely transport larger, heavier equipment used in the maintenance, repair, and construction of the City's water and wastewater infrastructure. As the Underground Utilities Division's equipment fleet has expanded to include heavier machinery, the division's existing trailers no longer provide the capacity and durability necessary to safely transport this equipment.

The proposed trailer is specifically designed to withstand the demanding conditions associated with municipal utility work. It features a 22,000-pound gross vehicle weight rating (GVWR), tandem 10,000-pound axles, a steel tilt bed, and reinforced structural components that provide increased load capacity, durability, and stability. These features are expected to extend the trailer's service life, reduce maintenance requirements, and support the safe and reliable transportation of heavy utility equipment.

Staff obtained a quote from Global Rental Co. utilizing a "piggyback" of Sourcewell Contract No. 040924-ALT, a competitively solicited cooperative purchasing contract. The total purchase price is \$34,194.00, including delivery. Funds for this purchase are available in the FY 2026 Utilities Department budget.

Staff recommends approval.

[Res 26-136.Global Rental Co.Purchase Trailer.Utilities.pdf](#)

[Exh A. Sourcewell Quote 629202601.pdf](#)

[Exh B. Sourcewell Global Rental Contract 040924-ALT.pdf](#)

RESOLUTION NO. 26-136

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF ONE (1) 2026 BUTLER LT-2020-W TILT BED TRAILER FOR THE UTILITIES DEPARTMENT FROM GLOBAL RENTAL CO., INC. IN THE TOTAL AMOUNT OF \$34,194.00; AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE SOURCEWELL CONTRACT GOVERNING THAT PURCHASE.

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

1. The appropriate officers of the City are authorized to purchase one (1) 2026 Butler LT-2020-W tilt bed tandem axle trailer for the Utilities Department from Global Rental Co., Inc., in the total amount of Thirty-Four Thousand One Hundred Ninety-Four Dollars and No Cents (\$34,194.00), per that certain quote #629202601 attached as **Exhibit A** and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.
2. By accepting the quote referenced above, the City agrees to be bound by the same terms and conditions obtained by Sourcewell through an advertised, competitive bidding process, Contract No. 040924-ALT, Rental Equipment, Products, and Related Services, in the form attached as **Exhibit B**.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this _____ day of July 2026.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

Lynne Fasone, MMC, City Clerk



Quote Number: 629202601
Opportunity Number:
Sourcewell Contract #: 040924-ALT
Date: 6/29/2026

Quoted for: City of Panama City Beach
Quoted by: Charlie Mathews
Phone: / Email: (352) 512-8679 / charlie.mathews@altec.com

REFERENCE MODEL		Sourcewell Price	Commercial List Price	Discount %
Tandem Axle Pole Trailer 35,000 GVWR Trailer		\$38,263	\$39,446	3%
(A.) Sourcewell Options On Contract				
1				
2				
3				

SOURCEWELL OPTIONS TOTAL: \$38,263 \$39,446 3%

(A.) OPEN MARKET ITEMS (Customer Requested)					
1	UNIT	Unit to be Butler LT-2020-W in lieu of tandem axle pole trailer	-\$8,167	-\$7,922	3%
2	UNIT & HYDRAULIC ACC				
3	BODY				
4	BODY & CHASSIS ACC				
5	ELECTRICAL				
6	FINISHING				
7	CHASSIS	Trailer to be 2026 model year in lieu of 2024	\$1,921	\$1,980	3%
8	OTHER				
9					
OPEN MARKET OPTIONS TOTAL:			-\$6,246		

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$32,017

Delivery to Customer: \$2,177

TOTAL FOR UNIT/BODY/CHASSIS: \$34,194

(C.) **ADDITIONAL ITEMS** (items are not included in total above)

1			
2			
3			
4			

****Pricing valid for 45 days and may be subject to availability at time of order****

NOTES

** Denotes FET fees were paid when unit was new. Global is not FET exempt.

All items listed subject to availability, quote provided at time of request detailing options

Delivery is \$3.50/ mile

Alternate year models may be available in addition to the ones shown here, they will be discounted / priced

Chassis model can be any standard chassis (Ford, Dodge, International, Freightliner, Peterbilt, etc.)

PAINT COLOR: White to match chassis, unless otherwise specified

TO ORDER: To order, please contact the Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than ____ days ARO, FOB Customer Location

TERMS: Net 10 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry, Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

***This quote does not include City, County, State or Federal taxes.**

**Solicitation Number: RFP #040924****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Global Rental Co., Inc., 33 Inverness Center Parkway, Birmingham, AL 35242-7648 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Rental Equipment, Products, and Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires June 11, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcwell or its Participating Entities.

Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;

- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in

advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcwell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcwell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcwell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

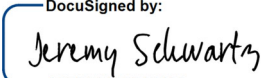
22. CANCELLATION

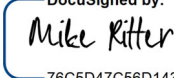
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Global Rental Co., Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 6/11/2024 | 8:58 AM CDT

DocuSigned by:

By: 76C5D47C56D143E...
Mike Ritter
Title: Controller
Date: 6/11/2024 | 8:42 AM CDT

RFP 040924 - Rental Equipment, Products, and Related Services

Vendor Details

Company Name: Altec Industries, Inc.

Does your company conduct business under any other name? If yes, please state: Global Rental Co Inc, JJ Kane Auctioneers, Altec Capital, Altec Supply, Altec Sentry, Altec Service

Address: 210 Inverness Center Dr.
Birmingham, AL 35242

Contact: Brooklyn Russell

Email: contractmanagement@altec.com

Phone: 270-699-1021

HST#:

Submission Details

Created On: Wednesday February 21, 2024 08:41:12

Submitted On: Wednesday April 03, 2024 16:38:38

Submitted By: Brooklyn Russell

Email: contractmanagement@altec.com

Transaction #: c484ae8d-38b0-4622-b004-34a63a23dbbd

Submitter's IP Address: 163.116.137.157

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Global Rental Co, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Global Rental Canada Holdings, Inc. Global Rental Canada, ULC.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Altec Industries, Inc.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage # - 1DCN4 UEI - JDLLUAWK4CT1
5	Proposer Physical Address:	33 INVERNESS CENTER PKWY BRIMINGHAM, AL 35242-7648 USA
6	Proposer website address (or addresses):	https://www.altec.com/global-rental/
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mike Ritter, Controller, 33 Inverness Center Pkwy, Birmingham AL 35242, mike.ritter@altec.com, 205-408-8263
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brooklyn Russell, Contract Specialist, 33 Inverness Center Pkwy, Birmingham, AL 35242, contractmanagement@altec.com, 270-505-1691
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mike Ritter, Controller, 33 Inverness Center Pkwy, Birmingham AL 35242, mike.ritter@altec.com, 205-408-8263

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Altec has been a company committed to excellence and customer service in the Public Utility industry since 1929. Our products are the industry leaders and it is a company goal to consistently raise the bar through innovative product design, integrated safety features, and continued dedication to total customer satisfaction. Our customers come first. Global Rental was formed in 1990 to provide a rental option of our equipment to better serve our customers. global Rental is a subsidiary company and wholly owned by Altec, Inc. As a leading provider of products and services to the public utility, electric utility, telecommunications, tree care, lights and signs, and contractor markets, we deliver products and services in more than 100 countries throughout the world. Altec Inc. is the parent holding company for Altec Industries Inc, Global Rental Co., Inc. Altec NUECO, LLC, Altec Worldwide, LLC, Altec Capital Service, LLC, Repair Central, LLC, Altec Air, LLC, JJ Kane Associates, Inc., Altec Venture, LLC and Altec Fenex.
11	What are your company's expectations in the event of an award?	With an awarded cooperative purchasing contract, Global Rental will be able to further serve our government agency customers and continue to strengthen the relationship and position with those customers. This award would support the goal of continued growth within this business sector and provide the opportunity to be a preferred supplier for Sourcewell members.

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Altec has been in business for 95 years and Global Rental for 34 years. Global Rental is a wholly owned subsidiary of Altec. The entire tenure of business has been privately held under the same family ownership. Our business is privately held and as such we do not disclose financial data. However, we are financially sound and both are conservatively managed.	*
13	What is your US market share for the solutions that you are proposing?	Global Rental maintains strong positioning in the markets we serve. For core products, an approximate 60% market share is maintained, with an approximate 20% market share for non-core products.	*
14	What is your Canadian market share for the solutions that you are proposing?	Global Rental Canadian market share is maintained at an approximate 20%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Altec & Global Rental have never petitioned for bankruptcy.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Altec, a manufacturer of equipment, operates with a dedicated sales team. We partner with various specialty product manufacturers to offer a comprehensive range of equipment tailored to the needs of public utilities, educational institutions, and cooperative markets. Our sales and service personnel, including those for Global Rental and Altec, are all directly employed by Altec, covering every state in the US, Canada, and more than 100 countries worldwide. Additionally, all mobile service and service center staff are part of our team. As a company, we engage solely in direct sales, service, and manufacturing operations and do not rely on a dealer network.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Global Rental and Altec Industries possess all the necessary licenses and certifications required to fulfill the goods and services outlined in this RFP, including compliance with OSHA/ANSI/ASME manufacturing standards. The Altec Industries, Inc. plant in St. Joseph, MO, which manufactures a significant portion of our products, holds ISO 9001:2008 certification. Our plant employees hold various certifications, including welding, Fluid Power Society, and different engineering certifications. Account Managers specializing in our Crane product lines are mandated to undergo Certified Operator training every five years through our Sentry Operator Certification program. Additionally, We offer certification programs for crane and digger derrick operators through our Sentry training program. Our facilities implement the Altec Production System, incorporating the lean manufacturing Kanban system.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Altec & Global Rental has not been suspended or debarred in the last ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	- Selected to Forbes list of America's Best Midsize Employers 2019 - Altec won Exelon's 2017 Innovation Award based on the application and acceptance of our JEMS product at all 4 Exelon companies. 2017-2021 Altec has been recognized as a top supplier for Avista, a US-based energy company serving eastern Washington, northern Idaho and parts of southern and eastern Oregon. Each year, Avista uses a scorecard to rigorously rate suppliers' customer service and value provided to company. - Altec was named one of the "Best Places to Work" for 2017 by the Birmingham Business Journal. - Altec Mt. Airy Associates won the Chairman's Award from the United Fund of Surry for 2017	*
20	What percentage of your sales are to the governmental sector in the past three years	Less than 10% of sales.	*
21	What percentage of your sales are to the education sector in the past three years	Less than 1% of sales.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Commonwealth of Pennsylvania (Co-Stars): Over \$1MM Michigan MI Deal: Over \$1MM Sourcwell #110421-ALT: \$50+MM Utah State Contract: \$250K+	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract GS-30F-026GA, over \$5MM annually. We also hold two DLA contracts with like annual sales volume.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Los Angeles Department of Water and Power (Member # 40257)	Joseph Ortiz	213-840-8489	*
City of Tallahassee (FL)	Eddie Tyer	850-891-5663	*
City of Lexington (NC)	Bill Stockman	336-243-2489	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Federal Government Agency	Government	Georgia - GA	Located throughout US and world, purchases Aerial Devices, Digger Derricks	Transaction sizes range from 1 truck to multiple trucks per PO	Over \$2M	*
Federal Government Agency	Government	Colorado - CO	Located throughout US and world, purchases Aerial Devices, Digger Derricks, Cranes and Cable pullers.	Transaction sizes range from 1 truck to multiple trucks per PO	Over \$2M	*
Federal Government Agency	Government	District of Columbia - DC	Located throughout US and world, purchases Aerial Devices, Digger Derricks, and Cranes.	Transaction sizes range from 1 truck to multiple trucks per PO	Over \$2M	*
Federal Government Agency	Government	District of Columbia - DC	Located throughout US and world, purchases Aerial Devices	Transaction sizes range from 1 truck to multiple trucks per PO	Over \$2M	*
Local Government Agency	Government	California - CA	Purchases Aerial Devices and service bodies	Transaction sizes are typically 5+ per PO	Over \$2M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Altec employs a direct sales force comprising over 100 Account Managers dedicated to government and commercial sales and support within their designated territories. Additionally Altec employs over 25 direct sales associates that focus exclusively on Rental Equipment. These territories are carefully crafted based on customer concentration, and our Account Managers reside within them. They devote 100% of their time to communicating, consulting, and managing customer needs. The products highlighted in this RFP are fundamental to our customers and industry, enabling our Account Managers to offer expert knowledge to Sourcewell members regarding their benefits and usage. Altec prioritizes its Sourcewell contract as the preferred method for serving government customers.	*
27	Dealer network or other distribution methods.	We do not use dealer or distribution networks. Global / Altec is a factory direct sales / service company.	*
28	Service force.	All employees in our Service Force are employed by Altec Industries. Altec has 50 Service Centers located throughout the United States and Canada equipped with the tools, equipment, and certified hydraulic technicians needed to get our customers' equipment up and running as soon as possible. The Altec Service Group employs over 150 Mobile Service Technicians nationwide that are available to be deployed to customer location. Mobile service technicians are equipped with the trucks and tools needed to get equipment serviced and back on the road as soon as possible. They provide on-site warranty, service and preventative maintenance solutions for our customers. Additionally, Altec Mobile Service has 24 hour emergency assistance, as well as emergency storm coverage. Please see included maps of our Service Centers and Mobile Service Technician locations	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell members will issue purchase orders directly to us. All purchase orders are processed by Global Rental / Altec, as we are a factory direct company. Sourcewell quotes / orders are flagged in our system upon quote / order receipt and a report is run each quarter to report the sales data to Sourcewell. This process is the responsibility of a team at our corporate office with visibility of our worldwide operations.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	When you choose to rent or purchase equipment from Global / Altec, you're investing in a long-lasting relationship. The Altec Service Group stands behind this commitment with the most comprehensive service and support organization in the industry. We offer an extensive range of parts for equipment repair and maintenance, along with a technical support and training team dedicated to educating and resolving issues. Altec boasts a comprehensive Service Organization capable of providing both breakdown and preventive maintenance. Our Shop Service is accessible at multiple locations, and our Mobile Service Technicians can be dispatched directly to your location, including emergency breakdown service, all aimed at supporting your equipment's operation. For parts, service, and sales needs, our dedicated line, 877-GO-ALTEC, operates 24/7, with the objective of answering all parts calls in under 10 seconds. We have 35 parts experts with over 300 years of combined experience, ensuring customers are never directed to voicemail when seeking parts support. Furthermore, Global and Altec Account Managers in your area are readily available via their cell phones and email, ensuring swift assistance whenever needed.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Altec / Global proposes to service all Sourcewell Members throughout the United States	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Altec is eager to provide sales / service support in Canada. We have facilities and dedicated sales / service employees in Canada. Our New Equipment Sourcewell contract (110421-ALT) has been adopted by Canoe Procurement Group of Canada. Please see attached file Canada - Sourcewell Price List for Canadian specific Offerings.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Altec proposes to service all Sourcewell Members.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Altec proposes to service all Sourcewell Members.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Altec proposes to service all Sourcewell Members, including participating entities in Hawaii, Alaska and US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The marketing strategy for Global/Altec in promoting Sourcewell will encompass various tactics, including but not limited to, the creation of printed marketing materials, press releases, advertisements, and web-based marketing efforts. We have a dedicated Sourcewell landing page: https://www.altec.com/government-sales/municipality-local-government/. Additionally, our teams will participate in trade shows and promote Sourcewell through branded items like magnets, flags, and other promotional materials. Both the Altec Government Sales team and Corporate Communications Project Manager will play integral roles in executing Sourcewell promotions on a corporate level. Our aim is to expand our portfolio marketed to Sourcewell members by incorporating the availability of rental, third-party equipment and used equipment sales, complementing our existing focus on new equipment sales. For reference, please find attached examples of the printed promotional materials we distribute to our customers.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	From a marketing perspective, we are able to analyze that our content effectively moves our users and customers through the sales funnel to increase leads. This information also helps us confirm that our content is satisfactory to support our traditional sales teams with accurate information that helps our customers make informed decisions about purchases. From an IT perspective, we are able to analyze information that relates to website health such as mobile usage, operating system and load times. This information allows us to make informed decisions about the priority of initiatives to improve Altec's digital presence. We maintain an active social presence through Facebook (over 175,000 likes, over 175,000 follows), and other sites.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Our observation indicates that Sourcewell offers extensive avenues for promoting our products, leveraging their web traffic, participation in trade shows, and distribution of printed marketing materials. We anticipate and hope that this supportive environment will persist with the introduction of this new RFP for rental equipment. Within our sales process, our Sourcewell contract is seamlessly integrated as the preferred method for Cooperative Purchasing. When a customer is open to Cooperative Purchasing and meets the eligibility criteria for Sourcewell, our sales team takes the initiative to engage in discussions.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Altec Connect provides a customer-focused experience that will allow our customers to view and search fleet information, order replacement parts and view APNs and service requests. In conjunction with the new Supply Store, Altec is dedicated to serving as a "one stop online shop" for ordering tools, supplies, accessories, replacement parts and for managing your fleet information. This system has been very well received by our customers, including governmental and educational customers because it reduces the number of places they need to go to get access to unit-specific information, replacement parts, tools, accessories, and service information. Altec / Global actively manages federal customer solicitations/RFPs via the GSA E-buy system and several other state/ city public sites, these offer a method of standardized RFQ submissions. Consumers are currently able to request new/used equipment, rental and leasing quotes via our website, awards / POs are still provided manually by the respective contracting officer.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	Describe any training programs related to this proposal such as OSHA training, safety training, specialty training like earth moving, hand tool safety, electrical safety, or other related certifications. Define if the training is offered in-person or virtually. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Upon the delivery of equipment to a Sourcewell member, the local Altec Account Manager conducts an on-site equipment orientation for the designated operators, provided at no extra cost. Each truck is supplied with two sets of operator and maintenance/parts manuals, covering standard features, safe operation, maintenance, and repair information, all provided free of charge. Altec Sentry offers a range of Instructor-Led courses for aerials, derricks, and cranes, compliant with OSHA and ANSI standards, facilitating employer training requirements. These programs, available in Operator and Train-The-Trainer formats, incur additional costs based on factors such as training duration, class size, and instructor travel time. The following Instructor-Led Trainings are offered: - Insulating Aerial Device - Non-Insulating Aerial - Tree Care Aerial Device - Bucket Rescue - Digger Derrick - Backyard Digger - Crane - Wood Chipper Moreover, Altec Sentry provides over 80 online courses for cranes, aerial devices, digger derricks, and chippers. These courses, accessible through a user-friendly dashboard and storefront, offer ANSI and OSHA-compliant General Training and Familiarization, eliminating the need for traditional classroom sessions. Additional training options from Altec (subject to extra charges) include: - Customized Altec equipment hydraulic maintenance training - International Fluid Power Society (IFPS) Certification training (with testing provided by a third party) - NCCCO certification programs for operators of mobile cranes and digger derricks
41	Describe any technological advances that your proposed products or services offer.	Our products are the industry leaders and are consistently raising the bar through innovative product design, integrated safety features, and continued dedication to total customer satisfaction. Altec advancements that demonstrate this mentality are such as; - Fiber Optic Controls - Lanyard Detection System that promotes safe unit operation by helping to ensure line workers are "clipped in" while conducting work from the platform. This operator aid helps reduce the risk of falling from the platform by reminding users to attach their lanyard before working at height (available on select models) - Altec Load Monitoring System (ALMS) acts as an aid to provide real-time visual and audible information about the percentage of rated load on your boom and/or platform. By actively monitoring your aerial's load capacity with a reliable system, you can avoid accidents and enhance safety on the job site (available on select models) - JEMS (Jobsite Energy Management System) with it's integrated plug-in system that uses stored electrical energy to power the aerial device, tools and exportable power, and provides cab comfort with Lithium-Ion batteries (available on select models) - Advanced paint systems We continue to focus on ways to keep our customers working safer and smarter and invest in advancements focused in those same efforts.

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Altec is the industry leader for sustainability efforts and is dedicated to listening and creating solutions. We acknowledge the tremendous challenges and opportunities our customers face and aspire to responsibly care for the environment and the communities in which we operate. Altec's allegiance is evident in the development of numerous sustainability initiatives: - The Industry's First Green-Focused Facility - Dixon, CA - Altec products are manufactured in a plant that features state-of-the-art sustainable construction that exceeds Title 24 energy and lighting codes. Altec received significant guidance and support on the development of this new green-focused facility from two of its customers – Pacific Gas & Electric Company (PG&E) and Southern California Edison. The new facility in Dixon, CA allows Altec the opportunity to increase manufacturing of our line of industry's leading energy-saving utility vehicles. Customer PG&E and Altec are in partnership to develop innovative, technologically advanced Green Fleet utility vehicles. These energy efficient Green Fleet vehicles provide a safer work environment for utility crews; significantly reduce emissions, and lower vehicle operating costs while extending vehicle life. - Meeting Customer Needs. - Our Green Fleet product line decreases fuel consumption and greenhouse gas emissions, while lowering noise pollution. Partnering with the Department of Energy, Electric Partners Research Institute, CALSTART Hybrid Truck Users Forum and others, we offer a range of hybrid/electric and jobsite energy management systems, along with recycled lightweight materials and alternative fuels. Altec JEMS (Jobsite Energy Management System) is an integrated plug-in system that uses stored electrical energy to power the aerial device, tools and exportable power, and provides cab comfort. The energy storage system is recharged by plugging into shore power or by the truck's internal combustion engine. Our Green Fleet product line / JEMS product portfolio includes: - JEMS S - JEMS SE - JEMS LE - JEMS BG - Facilities and Processes. Each Altec facility has established procedures and environmental management programs and actively engages in recycling steel, copper and aluminum, as well as consumer recyclables. The installation of powder coat and e-coat paint systems has substantially reduced solid waste volume and air emissions. All facilities in the corporation, including auction yards and service centers, have converted to energy efficient LED lighting. All new construction is reviewed and where applicable, energy efficiency products/construction are included (i.e., LED lighting, high efficiency gas burners, Energy Star appliances, motion activated lighting , etc.). - The St. Joseph, MO facility has installed solar energy on three of the buildings on campus. - Altec EcoEasy Common Sustainability Goals. Green purchasing policies using Best-Value approach utilizing Staples' environmental office products and supplies has been implemented Corporate wide.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Our Green Fleet product line qualifies for the California Air Resource Board's Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP). This program was created to accelerate the adoption of cleaner, more efficient trucks and buses. HVIP - Voucher Incentive Project for our Jobsite Energy Management System models. Visit https://californiahvip.org/vehicle-category/epto/ for more information Industry Organizations affiliations: • Calstart • Clean Cities

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Altec recognizes that a diverse and talented workforce is a key competitive advantage. Our business success is reflected in the quality and skill of our people. Inclusion means understanding, valuing and respecting workplace diversity, so that no associate is excluded from the workplace nor the opportunity to develop skills and talents consistent with our values and business objectives. Altec, Inc. and its affiliates are equal opportunity employers and maintain affirmative action plans to recruit, retain, develop and promote qualified individuals without unlawful consideration of race, gender, color, religion, sexual orientation, national origin, age, disability, citizenship status, veteran status, or any other characteristic protected by federal, state or local law. Altec is a National Corporate Member of the Women's Business Enterprise National Council. As part of our commitments to holding federal contracts, Altec is annually responsible to providing a small business contracting plan which is reviewed and approved by one of our two federal contract agencies. Every year, we strive to find small business suppliers who will meet the quality and liability requirements, to supply products/services that meet/exceed our manufacturing standards. Suppliers who are interested in doing business with Altec are encouraged to register on our Supplier portal, located on our website.
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Global Rental and Altec offer Sourcewell members the advantage of working with one manufacturer for sales, engineering, key component integration (unit/body/chassis), direct warranty administration, and service solutions for a full line of Public Utility Equipment and related equipment. We can provide full equipment lifecycle solutions, including: - Altec Capital Services (ACS) - Equipment Financing - Global Rental Company - Equipment Rentals - Altec Supply - Tool and Accessory Sales - Altec Sentry - Operator Safety Training - Altec Fleet Services - Comprehensive Fleet Management Solution - Altec Service Group - In-shop and Mobile service - Altec NUECO Used Equipment/Trade-In options - JJ Kane Auctioneers - Auctions - (preferred auctioneer of Altec, Inc. and its subsidiaries) Canadian and Worldwide Availability: - Altec Canada - Factory direct purchasing solutions for our Sourcewell Canadian customers with local Sales, parts, shop and mobile service, rental, and financing. - Altec Worldwide — We deliver products and services to more than 100 companies throughout the world. Company Ownership: Altec has been a family owned and privately held manufacturing company, since 1929. Longevity in ownership, is an assurance for our Sourcewell customers that they can rely on availability of older Altec replacement parts, ensure Altec units are trade-worthy at a future date, and ultimately that the values and principles Altec was founded on remain in place today – Total customer satisfaction in all aspects of the business. For that reason, Global Rental was founded in 1990 to better serve our customers who needed rental solutions. Customer Focus: Altec listens and engineers solutions for our customers and the daily challenges they face. It is from that commitment, that innovative equipment, features and options are designed to provide equipment that is highly productive and has a low overall cost of ownership. Government Focused Sales: Altec is committed to assisting in the acquisition and procurement goals of each government entity we serve. Having a team who is both engaged in the customer relationship and procurement process, assists Sourcewell members achieve their procurement goals effectively and efficiently. Innovative Design: Our products are consistently raising the bar with innovative product design and integrated safety features. ISO Facility: Many units are designed, manufactured and final assembled in an ISO9001 registered factory (St. Joseph, MO). Supply Chain Initiatives: Altec continues to make significant efforts corporate-wide to reduce and contain costs by using the Altec Production System and strengthening our supply chain. Quality Control: Altec provides the ability to control quality by manufacturing parts for our equipment. This allows us not only quality control but schedule control. - Altec knows that the fiberglass boom is one of the most important components in the building of an aerial device or a digger derrick. We don't have to rely on an outside vendor for quality control. Altec has composite engineers on staff, we have traceability from raw material to the finished product. - All booms ultrasonically tested, and documents maintained. - All fiberglass booms to have a minimum of 7 to 1 to ultimate safety factor. - All welding to be done by AWS certified welders who meet Standard D1.1 on a 3G weld. - All bearing surfaces to be machined after welding. - All units with electronic circuit boards to be wave soldered - Provide a power distribution module (PDM) in the cab as a central point for all

		electrical. Include diagnostic capability with LED lights. Mechanic Certification: All quality and final testing of equipment prior to shipment from manufacturer and final assembler to be performed by FPS certified mechanics. Safety Certification Training: To promote and ensure the safe operation of our equipment amongst our Sourcewell members, Altec offers numerous OSHA based training CBTs and Trainer led safety programs. Altec SENTRY complies and demonstrates the vital safety features necessary for the industries in which we serve. Safety Standards: Standard Safety features are provided on every applicable unit; outrigger boom Interlock, outrigger motion alarm, back up alarm, unit/outrigger selector, Altec ISO Grip (Insulated Control Handle, Auxiliary Control Covers, Control Console (dashboard), Boom Tip Covers). Available tools; Basic Operating Videos, Safety Videos, Sales Videos. Corporate Training: People (training and certifications), process (a controlled process that provides traceability and accountability) and technology (machinery used) Warranty: Most of our products have a limited lifetime structural warranty for the first owner. National Service / Support Network: As a private company dedicated to our customers and associates, Altec leads the way in service and customer satisfaction in the markets we serve. Altec is proud to provide products and services that help crews work safer and smarter. - On-line ordering is available at www.altecconnect.com. Altec Connect provides easy access to ordering Tools and Accessories or Replacement Parts, as well as detailed manuals and parts information for your units. - Altec is committed to bringing you the services and products you need. For additional assistance with Parts, Tools, & Accessories, Shop Service, Mobile Service, or Technical Support, call 1-877-GO ALTEC.
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Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes, the standard warranty covers all products, parts and labor. The Altec equipment standard warranty is 1 year parts and labor, with 90 days for travel. Additionally, it includes a limited lifetime warranty on structural components on all Altec equipment except for Boom Truck Cranes which are 5 years. Remaining standard manufacturer warranty is transferred to buyer from Global at time of purchase.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Products must be operated and maintained in accordance with Altec operators and maintenance manuals, programs, bulletins, and master rental agreement (See attached).	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Standard warranty includes 90 day travel coverage. Remaining standard manufacturer warranty is transferred to buyer from Global at time of purchase by end user.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, Altec's Mobile Service Technicians (MSTs) service all 50 states and Canada. We own and operate approximately 50 service facilities across the United States and Canada. It will be the member's decision to schedule a Mobile Service Technician to come to their site or schedule in shop service. In either case, 1-877-GO ALTEC (1-877-462-5832) is our dedicated number for members to speak with their local Parts, Mobile, or Shop Service representative. For location information please see attached documents Map with Facilities and Map with Mobile Service Techs, or visit https://www.altec.com/locations/	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Products not manufactured by Altec would be covered under the manufacturer warranty. This would include items such as inverters, compressors, liftgates, generators, third-party equipment, etc.	*
51	What are your proposed exchange and return programs and policies?	Parts ordered in error or no longer needed can be returned. If it was an error on Altec's part or otherwise not the customer's fault the 10% restocking fee will be waived. However, due to the nature of our equipment and the devaluation that occurs upon title / registration, there is no exchange or return program for equipment sales.	*
52	Describe any service contract options for the items included in your proposal.	PM Inspections, DOT inspections, Dielectric Tests are offered from our Service Team. Please reference document Price List - Service Items	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
53	Describe any performance standards or guarantees that apply to your services	the standard warranty covers all products, parts and labor. The Altec equipment standard warranty is 1 year parts and labor, with 90 days for travel. Additionally, it includes a limited lifetime warranty on structural components on all Altec equipment except for Boom Truck Cranes which are 5 years. Products are to be maintained in accordance with Altec operators and maintenance manuals, programs, bulletins, customer responsibilities and master rental agreement (See attached).	*
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	the standard warranty covers all products, parts and labor. The Altec equipment standard warranty is 1 year parts and labor, with 90 days for travel. Additionally, it includes a limited lifetime warranty on structural components on all Altec equipment except for Boom Truck Cranes which are 5 years. Products are to be maintained in accordance with Altec operators and maintenance manuals, programs, bulletins, customer responsibilities and master rental agreement (See attached).	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Net 30 on rentals, Net 10 on truck sales. Accepted payment methods are wire, check, ACH, and credit cards	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Leasing and/or financing options are offered through our subsidiary Altec Capital. Options include FMV, TRAC, and Capital leases, Equipment Finance Agreements (EFAs), and a dedicated Municipal Lease option to meet the equipment needs of our municipal customers. The benefits of our Municipal Lease option include: • Finance terms to match the useful life of the equipment. • Flexible lease options to shorten life cycles and decrease maintenance costs. • Conserves capital budget funds. • Match payments with budget allocations. • Non-appropriation language included. Altec Capital Services municipal lease financing offers terms from 12 to 84 months. Municipal lessees can take advantage of low-rate financing, while simplifying the equipment acquisition process. If budget funds are not approved, simply return the equipment to Altec Capital Services at the end of the current fiscal year. With Altec Capital Services, there is no need to look anywhere else. Municipalities can now affordably purchase equipment in a timely, simplified way. The municipal lease offering is another product that Altec Capital Services, LLC offers to our customers in an effort to become your partner. Please feel free to visit http://www.alteccapital.com for more information.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	For rental equipment, there is a master rental agreement provided to customers. For used equipment, and third-party equipment sales an invoice, bill of sale, limited warranty or exclusion of warranties are documentation provided.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Global Rental accepts P-card for rentals. There is no surcharge for Sourcwell participating entities for using this process. Global does not accept P-card for purchases.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Line Item Proposed Contract Pricing plus \$3.50/mile delivery charge (CONUS only). The pricing provided includes a discount of between 3% - 5% off MSRP. See attached file titled Global - Sourcewell Price List. There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Line Item Proposed Contract Pricing plus \$3.50/mile delivery charge (CONUS only). The pricing provided includes a discount of between 3% - 5% off MSRP. See attached file titled Global - Sourcewell Price List. There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	2-5 Units: 1% Discount from Contract Price 6-10 Units: 1.5% Discount from Contract Price 11-19 Units: 2% Discount from Contract Price 20+ Units: TBD at Time of Order Note: Units must be identical to qualify for quantity rebate	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Global Rental / Altec will utilize the Open Market section for the customer to be able to customize equipment as needed, any unit modifications from model listed and to account for any model year differences from published contract offerings. We will present a unique quote for each opportunity for customer review.	*
63	Identify any element of the total cost of rental that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a rental that are not directly identified as freight or shipping charges. For example, list costs for items like loading and unloading, fuel surcharges, environmental fees or permits, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Delivery is not included in pricing. It applies to all customers and the addition to price is \$3.50 / mile for CONUS. Quotes would need to be done for anything outside of the CONUS and will be priced at or below fair market value.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Global Rental / Altec has a team of drivers that work for us. We will also contract with approved and vetted third party drive away companies to deliver our equipment from our manufacturing facilities to the customer site. Delivery is an additional \$3.50 / mile and will be calculated at time of quote for CONUS. Anything outside of the CONUS would be contracted through a third party company and would need to be priced at time of initial quote to customer. Pricing will be at or below fair market value. All parties participating in delivery of equipment will meet certain insurance and liability requirements.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Canada deliveries will be driven to customer site by approved and vetted third party drive away companies. Alaska, Hawaii, and worldwide deliveries will be contracted through a third party company and would need to be priced at time of initial quote to customer. Price will be at or below fair market rate. All parties participating in delivery of equipment will meet certain insurance and liability requirements.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	If customer has any unique delivery requirements (such as loading equipment on a trailer for delivery, etc), they can indicate at time of quote and we will be happy to accommodate. Additionally customers are welcome to pickup the equipment at one of our locations	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our team conducts quarterly assessments of Sourcewell orders, cross-referencing the list of customers with the membership roster on Sourcewell's website to ensure their membership status. Our Technical Sales Representatives, responsible for preparing Sourcewell quotes for customers, undergo training on the quoting process. Additionally, our quote template is regularly updated and accessible on our internal company site. It is mandatory for our Account Managers to designate a truck as a Sourcewell quote within our system to avail Sourcewell pricing.	*
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Monthly updates on new customers using Sourcewell rental contract. Customers that use our new equipment contract 110421-ALT that we are able to transition fulfill their rental equipment needs with the rental contract. Internal Training for 100% of Global Account Managers on benefits and use of contract.	*
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Global Rental proposes a 1% fee payment to Sourcewell on all orders.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
71	Describe the rent-to-buy option for new rental equipment if applicable.	50% rental credit for first 12 cycles, 35% after that, cumulative.
72	Describe your used rental equipment sales program if applicable.	Global allows for equipment rental rates as well as a selection of used equipment for purchase. The extent of usage varies among equipment. Global is constantly cycling in new inventory and has equipment for sale through our used rental equipment program, please reference file Global - Sourcewell Price List
73	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	A selection of aerial devices with standard service bodies and chip dump bodies mounted on chassis A selection of derrick devices with utility bodies mounted on chassis A selection of boom stick cranes mounted on chassis A selection of knuckle boom cranes mounted on chassis A selection of cable placers, stringers, tensioners, and pullers A selection of Dump Trucks A selection of grapple loaders mounted on chassis A selection of hydro excavation equipment A selection of air excavation equipment A selection of pole, cargo, reel trailers The extent of usage varies among equipment.
74	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	In addition to our core products we are offering: • Trailer Options • Specialty Products • Scheduled Maintenance for Altec equipment (PM inspections, DOT inspections, Dielectric Tests, etc).

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Sourcewell is seeking proposals for Rental Equipment, Products, and Related Services. Awards under this solicitation will be made in three (3) separate categories. No proposer should select more than one category to respond to due to the RFP being structured such that Category 1 enables a supplier to respond with a single response that includes solutions from both categories 2 and 3. Whereas, those with only solutions in Category 2 or 3, should respond to the corresponding category whose scope includes those solutions (e.g., either category 2 or 3).

Proposers submitting a proposal in Category 1 must have at least one solution from each of categories 2 and 3. For example, if a Proposer offers at least one solution from Construction and General Rental Solutions, in addition to offering at least one solution from Public Works and Utility Equipment, the Proposer should designate it is seeking an award in Category 1 only.

Proposers seeking an award in Category 2 must include at least one solution offered within the scope of Category 2 for Construction and General Rental Solutions and no solutions from Category 3 Public Works and Public Utility Equipment.

Similarly, proposers seeking an award in Category 3 for Public Works and Public Utility Equipment must include at least one solution offered within the scope of Category 3 for Public Works and Public Utility Equipment and no solutions from Category 2 Construction and General Rental Solutions.

Line Item	Category Selection *
75	Category 1: Rental Equipment, Products and Related Services

Table 15: Depth and Breadth - Construction Equipment and General Rental Solutions

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers seeking an award in Category 1 or Category 2 must include at least one solution offered within the scope Construction and General Rental Solutions.. See RFP Section II. B. 1. for details.

☐ We will not be submitting for Table 15: Depth and Breadth - Construction Equipment and General Rental Solutions

Line Item	Category or Type	Offered *	Comments	
76	Earth Moving Equipment	☐ Yes ☒ No	N/A	*
77	Aerial Equipment	☒ Yes ☐ No		
78	Compaction Equipment	☐ Yes ☒ No		
79	Industrial	☐ Yes ☒ No	N/A	*
80	Roadway	☐ Yes ☒ No		
81	Concrete Equipment	☐ Yes ☒ No		
82	Landscape Equipment	☒ Yes ☐ No	Forestry Aerial Devices Grapple Loaders	
83	Trailers	☒ Yes ☐ No	Pole, cargo and reel trailers mounted on chassis.	
84	Lighting Equipment	☒ Yes ☐ No		
85	Barricades	☐ Yes ☒ No		
86	Signs	☐ Yes ☒ No		
87	Batteries or Charging Equipment	☐ Yes ☒ No		
88	Generators	☐ Yes ☒ No		
89	Wash Stations	☐ Yes ☒ No		
90	Portable Restrooms	☐ Yes ☒ No		
91	Temporary Shelters	☐ Yes ☒ No		
92	Used Rental Equipment Sales	☒ Yes ☐ No		

Table 16: Depth and Breadth - Public Works and Public Utility Equipment

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers seeking an award in Category 1 or Category 3 must include at least one solution offered within the scope of Public Works and Public Utility Equipment. See RFP Section II. B. 1. for details.

☐ We will not be submitting for Table 16: Depth and Breadth - Public Works and Public Utility Equipment

Line Item	Category or Type	Offered *	Comments
93	Sewer Vac & Hydro or Air Excavators	☐ Yes ☒ No	
94	Street Maintenance & Cleaning Equipment	☐ Yes ☒ No	
95	Bucket Trucks	☒ Yes ☐ No	
96	Diggers	☒ Yes ☐ No	
97	Roll-Off Trucks	☒ Yes ☐ No	Dump trucks
98	Refuse Trucks	☐ Yes ☒ No	
99	Waste & Debris Handling Equipment	☒ Yes ☐ No	Grapple loaders

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Price Lists.zip - Wednesday April 03, 2024 12:49:11
- [Financial Strength and Stability](#) - Controller Letter_Sourcewell_4-3-2024.pdf - Wednesday April 03, 2024 15:35:40
- [Marketing Plan/Samples](#) - Marketing.zip - Wednesday April 03, 2024 12:49:24
- [WMBE/MBE/SBE or Related Certificates](#) - Statement on Diversity in the Workforce.pdf - Wednesday April 03, 2024 12:49:53
- [Warranty Information](#) - Warranty.zip - Wednesday April 03, 2024 12:50:23
- [Standard Transaction Document Samples](#) - Quote Template Examples.zip - Wednesday April 03, 2024 12:50:33
- [Requested Exceptions](#) - RFP_040924_Rental_Equipment_Contract_Template- Exceptions.docx - Wednesday April 03, 2024 12:51:13
- [Upload Additional Document](#) - Additional.zip - Wednesday April 03, 2024 12:51:34

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Brooklyn Russell, Contract Specialist, Altec Industries, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Rental_Equipment_RFP 040924 Wed March 13 2024 04:42 PM	☒	3
Addendum_3_Rental_Equipment_RFP 040924 Wed February 28 2024 09:59 AM	☒	1
Addendum_2_Rental_Equipment_RFP 040924 Wed February 21 2024 03:00 PM	☒	1
Addendum_1_Rental_Equipment_RFP 040924 Tue February 20 2024 04:03 PM	☒	1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Carrie Jagers, Utilities

2. MEETING DATE:

July 23, 2026

3. REQUESTED MOTION/ACTION:

Approve the purchase of two Atlas Copco trailer-mounted bypass pumps in the total amount of \$133,903.00 from Thompson Tractor via a "piggyback" on Sourcewell contract #020923-PWT.

4. AGENDA:

CONSENT AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** Yes

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Public Safety

Financial Health

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The City owns and operates approximately 170 sewage pumping lift stations of various sizes. Currently, we have seven (7) portable bypass pumps for emergency use should a pumping station be rendered inoperable due to the loss of power or a component failure. These pumps range in size from 4-inch to 8-inch units. The smaller 4-inch units handle the smaller installations that comprise the majority of the stations in our system. We also have six (6) portable generators which provide backup power in the event of power loss. Utilizing the current inventory of portable pumps and generators, staff can handle most situations; however, a regional power outage can be challenging. As such, the utilities department would like to purchase two additional 6-inch pumps to augment our inventory and better prepare us for a hurricane or regional power outage.

Staff obtained a quote from Thompson Tractor utilizing a "piggyback" of Sourcewell Contract No. 020923-PWT, a competitively solicited cooperative purchasing contract. Thompson Tractor is the authorized dealer for Power Technique North America, LLC in our region. The total purchase price is \$133,903.00 which includes delivery. Funds for this purchase are available in the FY 2026 Utilities Department budget.

Staff recommends approval.

[Res 26-137.Thompson Tractor Atlas Copco Bypass Pumps Purchase.Utilities.pdf](#)
[Exh A Thompson Tractor.Quote.pdf](#)
[Exh B. Power Technique Contract 020923.pdf](#)

RESOLUTION NO. 26-137

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF TWO 6" ATLAS COPCO BYPASS PUMPS FOR THE UTILITIES DEPARTMENT FROM THOMPSON TRACTOR CO., INC. IN THE TOTAL AMOUNT OF \$133,903.00; AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE SOURCEWELL CONTRACT GOVERNING THAT PURCHASE.

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

1. The appropriate officers of the City are authorized to purchase two (2) 6" Atlas Copco bypass pumps for the Utilities Department from Thompson Tractor Co., Inc., an authorized distributor of Power Technique North America, LLC, in the total amount of One Hundred Thirty-Three Thousand Nine Hundred Three Dollars and No Cents (\$133,903.00), per that certain quote #4973368548-13 attached as **Exhibit A** and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.
2. By accepting the quote referenced above, the City agrees to be bound by the same terms and conditions obtained by Sourcewell through an advertised, competitive bidding process, Contract No. 020923-PWT, in the form attached as **Exhibit B**.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this _____ day of July 2026.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettermer, Mayor

ATTEST:

Lynne Fasone, MMC, City Clerk



PROPOSAL/EQUIPMENT ORDER

Print Date:	7/13/2026
Quote No.:	4973368548-13
Customer No:	6062800
Valid Until:	2/28/2026
PO:	
Salesman:	Jared Bryan Walker
Phone:	

PURCHASER

CITY OF PANAMA CITY BEACH
110 S. ARNOLD RD
PANAMA CITY BEACH FL 32407

SHIP TO

CITY OF PANAMA CITY BEACH
110 S. ARNOLD RD
PANAMA CITY BEACH FL 32407

We appreciated this opportunity to earn your business. I am pleased to quote the following equipment for your review:

TWO NEW 6" ATLAS COPCO PASF66 SOURCEWELL CONTRACT: 020923-PWT \$64,538.50 PER PUMP \$99,290.00 LIST PRICE	\$129,077.00
2x BATTERY TENDERS INSTALLED -INSTALL \$100 PER PUMP - LIST PRICE \$480 PER CHARGER -SALE PRICE \$312.5 PER CHARGER	\$825.00
2X ON/OFF FLOAT SET -LIST PRICE \$520 PER FLOAT -SALE PRICE \$338 PER FLOAT	\$676.00
4X MALE CAMXFLANGE FITTINGS -LIST PRICE \$355.77 PER FITTING -SALE PRICE \$231.55 PER FITTING	\$925.00
EQ FREIGHT (INBOUND)	\$2,400.00

Sales Subtotal	133,903.00
Tax Subtotal	0.00
Total	133,903.00

Please feel free to contact me anytime if you have any questions.

Jared Walker
Pump Rental Specialist
Panama City Beach, FL
(Cell) 850-704-0947

Prices, Taxes and Availability are subject to change

The Equipment purchased hereunder will be delivered to Purchaser at _____ as soon as available from Seller's stock or from the factory, subject to normal delivery scheduling, and the Sales Price includes normal delivery charge, unless the following sentence applies: ☐ (Mark box if applicable.)

Delivery will be f.o.b. Seller's address above unless Purchaser's address is shown in the preceding sentence and a separate delivery charge is shown above. Delivery dates are approximate and subject to change. Seller will not be liable for any delays in delivery due to any cause whatsoever beyond Seller's direct control.

Purchaser agrees to purchase the equipment described above pursuant to the Terms and Conditions of Sourcewell Solicitation Number 020923.

Signature: _____ Date: _____ TTCO: _____



Solicitation Number: 020923

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Power Technique North America LLC, 1059 Paragon Way, Rock Hill, SC 29730-0121 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Portable Construction Equipment with Related Accessories and Attachments from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 20, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial

general liability insurance policy with respect to liability arising out of activities, “operations,” or “work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

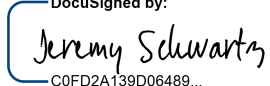
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

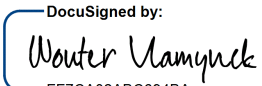
Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Power Technique North America LLC

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

4/12/2023 | 7:32 PM CDT
Date: _____

DocuSigned by:

By: FF7CA02ABC694BA...
Paul Scozzari
Title: BDM Customer Success – Air OEM and Key Accounts

5/1/2023 | 11:45 PM PDT
Date: _____

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

5/2/2023 | 6:51 AM CDT
Date: _____

RFP 020923 - Portable Construction Equipment with Related Accessories and Attachments

Vendor Details

Company Name: Power Technique North America LLC

Does your company conduct business under any other name? If yes, please state: Atlas Copco Power Technique

Address: 1059 Paragon Way
Rock Hill, SC 29730

Contact: Paul Scozzari

Email: paul.scozzari@atlascopco.com

Phone: 315-439-7295

Fax: 315-439-7295

HST#:

Submission Details

Created On: Thursday February 02, 2023 07:12:19

Submitted On: Thursday February 09, 2023 11:16:09

Submitted By: Paul Scozzari

Email: paul.scozzari@atlascopco.com

Transaction #: c54f94b5-26a1-48ce-953e-8457f13ef9cb

Submitter's IP Address: 136.226.2.86

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	POWER TECHNIQUE NORTH AMERICA LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Atlas Copco Chicago Pneumatics	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Atlas Copco	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity ID: W5Y5TS3DDN68 CAGE/NCAGE: 7Z8T6	*
5	Proposer Physical Address:	1059 Paragon Way Rock Hill, SC 29730-0121 USA	*
6	Proposer website address (or addresses):	https://www.atlascopco.com/en-us/construction-equipment	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Paul Scozzari BDM Customer Success - Air OEM and Key Accounts 1059 Paragon Way Rock Hill, SC 29730 Mobile: 315-439-7295 E-mail: paul.scozzari@atlascopco.com	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Paul Scozzari BDM Customer Success - Air OEM and Key Accounts 1059 Paragon Way Rock Hill, SC 29730 Mobile: 315-439-7295 E-mail: paul.scozzari@atlascopco.com	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	NA	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Great ideas accelerate innovation. At Atlas Copco Power Technique we turn industrial ideas into leading edge technology in air, power and flow solutions. Our passionate people, expertise and service bring sustainable value to industries everywhere. Atlas Copco Power was founded in 1873 and will celebrate our 150th anniversary this year.	*
11	What are your company's expectations in the event of an award?	As we have experience from prior award, we will continue to promote Sourcwell to our dealer through our regional sales managers, by educating and assisting in development of product opportunities.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	* A for Standard & Poors Corp * A2 for Moody's Investors Service	*
13	What is your US market share for the solutions that you are proposing?	Approximately 40% across all products and brands.	*
14	What is your Canadian market share for the solutions that you are proposing?	Approximately 35% across all products and brands.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Power Technique North America, operating as Atlas Copco and Chicago Pneumatic brands is a manufacturer. We go to market through our authorized dealer/distributors, who are third party.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Business Certs: Duns & Bradstreet Quality Certs: ISO 9001:2008, ISO 14001:2004, OHSAS 18001:2007	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	NA	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	*Atlas Copco Founded in 1873 celebrates 150 years of Innovation in 2023. *HRIA best product award in 2021 for E-Air H250VSD	*
20	What percentage of your sales are to the governmental sector in the past three years	2%	*
21	What percentage of your sales are to the education sector in the past three years	1%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell @	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	NA	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
NA	NA	NA	*
NA	NA	NA	*
NA	NA	NA	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
NA	Government	Florida - FL	Military Sub Contractor	\$10-\$2,000,000	\$3,000,000	*
NA	Government	California - CA	Municipal - Water Authority	\$500,000	\$1,000,000	*
NA	Government	Texas - TX	Military Sub Contractor	\$10-\$395,000	\$408,160	*
NA	Education	Texas - TX	Municipal - Highway departments	\$10-\$40,000	\$250,000	*
NA	Non-Profit	New York - NY	Olympic Development/temp power.	\$10- \$75,000	\$145,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	PTNA currently has 34 regional sales managers across US and Canada, who work with our dealer network. Org chart attached.	*
27	Dealer network or other distribution methods.	PTNA works through our network of both National Rental, CAT Network and Independent dealers, who are located through-out the US and Canada.	*
28	Service force.	PTNA currently has 5 regional service centers across the US and Canada, with 32 service technicians. Service centers work on equipment needs that are above the scope of our traditional dealer networks capability or capacity. Org chart attached.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Opportunities are entered and tracked on our customer data base system (C4S) by a Sourcewell specific campaign. PTNA invoices our dealer network. Our dealer network quotes/invoices to Sourcewell members. Ordering process attached.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Any service escalations not handled by our dealer network are routed through our toll-free customer service number (800)- 732-6762, which can address customer service issues, parts ordering and technical support.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Power Technique North America has a full structure of support throughout all 50 states.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our products and services are offered both in the US and Canada equally. We have the same structure of Regional Sales Managers, Service support and dealer network in Canada, as we do in the US.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	NA	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NA	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	NA	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Please see uploaded marketing strategy.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Digit marketing is promoted through the following; Showpad, GMB, Website optimization, LinkedIn, facebook, social media optimization and Digital Advertising.
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	I see Sourcwells role to be assistance in promotion of the contract and cooperative purchasing in general, along with the passing of leads from inquiring Sourcwell members.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We offer an equipment familiarization with all products sold. Additionally technical maintenance training can be scheduled on request. Technical training has a cost for small groups but is included for no additional charge on groups of 10 or more participants.	*
41	Describe any technological advances that your proposed products or services offer.	All of our trailered equipment can come with our Fleetlink Telematics system. Our diesel Air compressors come with ECO Mode as standard for fuel economy savings.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Atlas Copco has science based targets to reduce our emissions by 46% by 2030. Detailed slide attached.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	All of our diesel units are Tier 4 Final emissions certified and labeled as such. Our E-Air VSD electric line of compressors has twice the service interval as their standard diesel counterparts.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NA	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We offer a wide range of range of OEM products (air, power and flow) through our multi-brand strategy.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes, for a specified period of time. Warranty statement attached.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, see warranty statement attached.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcwell participating entities in these regions be provided service for warranty repair?	There are no geographic restrictions. Our primary service network of repair is through our dealer network. Warranty repairs that are unable to be performed by our dealers would route through our regional service centers.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Other OEM components are passed through to original OEM.	*
51	What are your proposed exchange and return programs and policies?	NA	*
52	Describe any service contract options for the items included in your proposal.	Service contracts are available as per machine or fleet requirements. Primary contact is dealer network and then PTNA Regional Service Cneter.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Sourcwell members are invoiced through our dealer network and therefore subject to their payment terms.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	See attached gov/educational finance/lease doc.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Sourcwell members are invoiced through our dealer network and therefore subject to their payment terms.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	NO	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Pricing Model documents uploaded for US and Canada.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	35% discount from current list price on all factory new equipment and After Sales Protection Plan.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	NA	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	35% discount from current list price on all factory new equipment standard options.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Factory and destination Freight along with any pre-delivery inspections, are not included in pricing submittal.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Factory freight policy documents uploaded for US and Canada. Final destination delivery to Agency ship to is charged at local dealer rate if equipment is not picked up by Agency at dealer location.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	US- Factory freight policy document includes provisions for Alaska and Hawaii.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Factory distribution is through our local dealer network. Sourcewell Agencies have the option to pick up equipment from the local dealer to reduce total freight costs.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We offer a 35% discount off of our list price to Sourcewell Members on all machines, factory options and extended warranties. This is better than what is offered to other GPOs, or cooperative procurement organizations. As we do not set end user pricing with our dealers for any other product sales. Additionally, it has been decided that Sourcewell is the only cooperative procurement organization we will partner with.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	All opportunities, quotes and orders are entered into our customer database system (C4S) and tracked through a Sourcewell specific campaign. Orders are then tracked by our credit and finance team through a PowerBi report. Our dealers are required to send us copies of their invoices to Sourcewell members to both confirm pricing. We also use these invoices to calculate sales totals for paying Sourcewell administration fee.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We will track activity and sales through opportunity campaigns in our customer database system (C4S) and orders received/invoiced reports in PowerBi.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Sourcewell Admin fee is paid at 2% net of sale.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are an OEM offering full lines of Air, Power and Flow products.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Air- diesel and electric air compressors, along with pneumatic, hydraulic and gas-powered tools. Power- diesel and gas powered generators, electric light towers and energy storage units. Flow- surface (4"-12") and submersible (2"-6") pumps.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Air Compressors	☒ Yes ☐ No	We offer a full range of diesel and electric portable compressors from 110-1800 cfm and 100-500 psi.	*
72	Light Towers	☒ Yes ☐ No	We currently offer an electric light tower.	*
73	Generators	☒ Yes ☐ No	We offer a full range of generators from 2kW- 1000kW. We also offer energy storage systems up to 250kW and 520 KWh	*
74	Pressure Washers	☐ Yes ☒ No	NA	*
75	Welders	☐ Yes ☒ No	NA	*
76	Aerial Equipment (scissor lifts/manlifts)	☐ Yes ☒ No	NA	
77	Pumps (less than 30 HP)	☒ Yes ☐ No	We offer a full line of surface and submersible pumps.	
78	Soil Compaction Equipment	☐ Yes ☒ No	NA	

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 79. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
 3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - PTNA Feb 1 2023 price lists.zip - Thursday February 09, 2023 11:09:26
 - [Financial Strength and Stability](#) - 20220321_Atlas_Copco_publishes_its_annual_report_for_2021.pdf - Thursday February 09, 2023 10:46:26
 - [Marketing Plan/Samples](#) - digital-dealer-guide-july-2021.pdf - Thursday February 09, 2023 11:13:19
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - PTNA LLC - base Warranty US.pdf - Thursday February 09, 2023 10:47:32
 - [Standard Transaction Document Samples](#) - Sourcwell process for C4C and quotes (1).pdf - Thursday February 09, 2023 11:12:10
 - [Upload Additional Document](#) - AC Overview.pptx - Thursday February 09, 2023 10:49:24

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Paul Scozzari, BDM OEM and Key Accounts, Power Technique North America LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Portable_Construction_Equipment_RFP_020923 Tue January 24 2023 09:14 AM	☒	1
Addendum_1_Portable_Construction_Equipment_RFP_020923 Wed December 28 2022 01:43 PM	☒	1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Amy Myers, Community Redevelopment Agency

2. MEETING DATE:

July 23, 2026

3. REQUESTED MOTION/ACTION:

Approve prelitigation business damage claim counteroffer to RDB Management, Inc. d/b/a Captain Jack's Family Buffet in the total amount of \$60,000.00.

4. AGENDA:

CONSENT AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** Yes

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Transportation

Financial Health

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The City has identified right-of-way ("ROW") (Parcels 160 and 812) necessary to acquire in furtherance of the Front Beach Road Segment 4.3 Project, and several months ago transmitted an offer to purchase that ROW to the Owner, RDB Management, Inc. d/b/a/ Captain Jack's Family Buffet. Concurrently with the transmittal of the offer, and in accordance with Section 73.015(2), Florida Statutes, the City also provided notice to the business owner of Parcel 160's parent parcel, Bishop's Buffet, Inc., that a portion of that parent parcel was necessary for the project and of their rights to file a business damage claim. On February 24, 2026, the City received such a claim for business damages in the amount of \$4,377,000.00. After evaluation and review of the claim and its supporting documentation, the City's Right of Way Team recommends a counteroffer in the amount of \$60,000.00.

[Res 26-138 RDB Management Captain Jacks Restaurant Counteroffer.pdf](#)
[160_Capt. Jack's NTBO_6.27.2025.pdf](#)

RESOLUTION NO. 26-138

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A PRELITIGATION BUSINESS DAMAGE CLAIM COUNTEROFFER TO CAPTAIN JACK'S FAMILY BUFFET, IN THE TOTAL AMOUNT OF \$60,000.00.

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

1. The appropriate officers of the City are authorized to deliver on behalf of the City that certain prelitigation business damage claim counteroffer pursuant to Section 73.015(2)(d), Florida Statutes, to RDB Management, Inc. doing business as Captain Jack's Family Buffet, relating to business damages as a result of the City's acquisition of Parcels 160 and 812 for the Front Beach Road Segment 4.3 Project, in the basic amount of Sixty Thousand Dollars and No Cents (\$60,000.00).
2. Should such counteroffer be accepted by RDB Management, Inc. d/b/a Captain Jack's Family Buffet, the appropriate officers of the City are authorized to execute on behalf of the City any necessary documents to memorialize the settlement between the parties, and to thereafter disburse payment to RDB Management, Inc. doing business as Captain Jack's Family Buffet, in the amount stated above.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of July 2026.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tetterer, Mayor

ATTEST:

Lynne Fasone, MMC, City Clerk

Parcel:
Property Owner:
Project:
County:

160, 812, 956, 957 – RDB Management Inc d/b/a CAPT JACK'S FAMILY BUFFET
BISHOP'S BUFFET, INC
Front Beach Road Segment 4.3
Bay

Certified Mail Receipt

NTBO

Date Mailed: 6/27/2025
Date Delivered: 7/3/2025

9589 0710 5270 0142 4909 95

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com	
Panama City, FL 32401	
Certified Mail Fee	\$4.85
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00
Postage	\$2.04
Total Postage and Fees	\$10.99
Sent To: RDB Management, Inc. 161a Capt. Jack's Family Buffet Street and Apt. No., or P.O. Box No. 502 Harmon Avenue City, State, ZIP+4® Panama City, FL 32401	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

NTBO
Postmark Here
06/27/2025
4.3 160/812

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
- Complete items 1, 2, and 3. - Print your name and address on the reverse so that we can return the card to you. - Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature X <u>[Signature]</u> ☐ Agent ☐ Addressee
1. Article Addressed to: RDB Management 161a Capt. Jack's Family Buffet 502 Harmon Avenue Panama City, FL 32401 Attn: Jack A. Williams Reg. Agent	B. Received by (Printed Name) C. Date of Delivery 7/3/2025
2. Article Number (Transfer from service label) 9589 0710 5270 0142 4909 95	D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☒ No
3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt



City of
Panama City Beach

PCB City Hall
17007 PCB Parkway
PCB, FL. 32413
P: (850) 233-5100
F: (850) 233-5108
www.pcbfl.gov

NOTICE TO BUSINESS OWNER

June 26, 2025

RDB Management, Inc.
d/b/a Capt. Jack's Family Buffet
502 Harmon Avenue
Panama City, FL 32401

Agency: City of Panama City Beach
Project: Front Beach Road Segment 4.3
Parcel #: 160, 812
Tax ID #: 34093-000-000

Attn: Jack G. Williams
Registered Agent

Sent Via USPS Certified Mail #9589 0710 5270 0142 4909 95

Dear Mr. Williams:

Our firm represents the City of Panama City Beach. The City of Panama City Beach Community Redevelopment Agency (the City) is planning the following improvement of the above referenced transportation facility:

Reconstruction of the Front Beach Road Segment 4.3 to include street lighting, landscaping, medians, turn lanes, sidewalk, drainage and the undergrounding of utilities.

Our research shows you own a business located on property needed for this project. The following enclosed documents identify the property that is needed:

Sketch(s) of Description(s)

You may be eligible for compensation if your business is damaged as a result of this acquisition. However, there are several conditions your business must meet before you are eligible to receive a business damage payment. This letter, along with the enclosed pamphlet entitled **Business Damages Process**, explains the eligibility requirements, your rights and options, and the process you must follow in claiming business damages.

The City recognizes that a proposed transportation project, particularly one which requires acquisition of private property, will usually result in many questions and concerns. Please be assured you will have sufficient time to have your questions answered, to consider and understand your rights, options and responsibilities, and to make all necessary arrangements. Throughout this process, we will do our best to ensure your questions are answered, that you are treated fairly and receive all of the rights you are guaranteed by law.

Your receipt of this notice does not entitle you to business damages. By law, in order to qualify for business damages, your business must meet the following conditions:

- You must hold a real property interest, in the form of a lease, deed, etc., in the portion of the property being acquired by the City.
- The acquisition must be a partial acquisition of the property on which your business is located. If the City acquires all of the real estate on which your business is located, your business will not qualify for payment of damages.
- Your business must have been in operation on the site for at least five years immediately prior to the City's acquisition.

Mayor
Stuart Tettermer

Vice Mayor
Michael Jarman

Ward 1
Paul Casto

Ward 2
Ethan Register

Ward 3
Mary Coburn

City Manager
Drew Whitman
Asst. City Mgr.
Holly White

- You must be able to show that any damages you are claiming result directly from the loss of the property. The effects of construction activities or other effects incidental to construction are not compensable.

If your business qualifies as described above and you wish to claim business damages, you must submit a good faith written offer to settle your business damage claim to the City no later than 180 days after you receive this notice. Your written offer must be sent by certified mail, return receipt requested to the following address:

**City of Panama City Beach
17007 Panama City Beach Parkway
Panama City Beach, FL 32413**

Attention: CRA Manager

If you do not submit your offer to settle your business damage claim within the specified time your claim may not be allowed in future condemnation proceedings. If you share ownership of the business with others, you should coordinate with the other owners and provide only one business damage claim for the business.

Your business damage offer must include an explanation of the nature, extent and monetary amount of the damages you are claiming. The offer must be prepared by you as the business owner, a certified public accountant or a business damage expert familiar with the nature of the operations of your business. With your offer you must also provide copies of your business records substantiating your good faith offer.

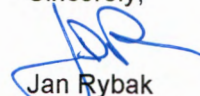
You may be contacted by attorneys, accountants or others requesting a commitment from you to use their services in dealing with the City. The City will pay for certain types of services. However, by law, there are limitations placed on what the City can pay. We encourage you to contact us and allow us to fully explain our reimbursement process.

Your rights and options are more fully explained in the enclosed **Business Damage Process pamphlet**. We encourage you to read the pamphlet carefully. If you have questions about any aspect of the acquisition process, please give us an opportunity to answer them. Regardless of whether or not we reach an agreement on the amount of damages to your business, we will do our best to be sensitive and responsive to your needs.

I encourage you to fill out and return the enclosed questionnaire in the postage-paid envelope provided. This information will help us work with you if you decide to file a claim for business damages. If you experience any problems, please do not hesitate to contact:

Jan Rybak, Consultant Project Manager, Keystone Field Services, Inc.
1466 Lee Avenue, Tallahassee, FL 32303
jrybak@keystonefs.com
850-877-7185

Sincerely,



Jan Rybak
Consultant Project Manager
Keystone Field Services, Inc.

Cc: Amy Myers, CRA Attorney

Enclosures: Questionnaire
Return Envelope
Parcel Sketch and Legal Description
Business Damages Process Pamphlet

Received via USPS Certified Mail #9589 0710 5270 0142 4909 95

_____ Date

Jan Rybak
Keystone Field Services, Inc.
1466 Lee Avenue
Tallahassee, FL 32303

County: Bay
Parcel #: 160, 812
Tax ID #: 34093-000-000
Name: RDB Management, Inc. d/b/a
Capt. Jack's Family Buffet

Dear Business Owner:

Please complete the following and mail to this office.

1. Name of the business: _____
2. Telephone No.: _____
3. E-mail Address: _____
4. Brief description of business operation: _____

5. Are you the owner of the business operating at this site? _____
6. If yes, how long have you been in business? _____
7. I have sold all _____ or part _____ of the business to:

Name: _____
Address: _____
Approximate Date Sold: _____
8. If you share ownership of this business, please list the other owners.
(Use reverse side if necessary)

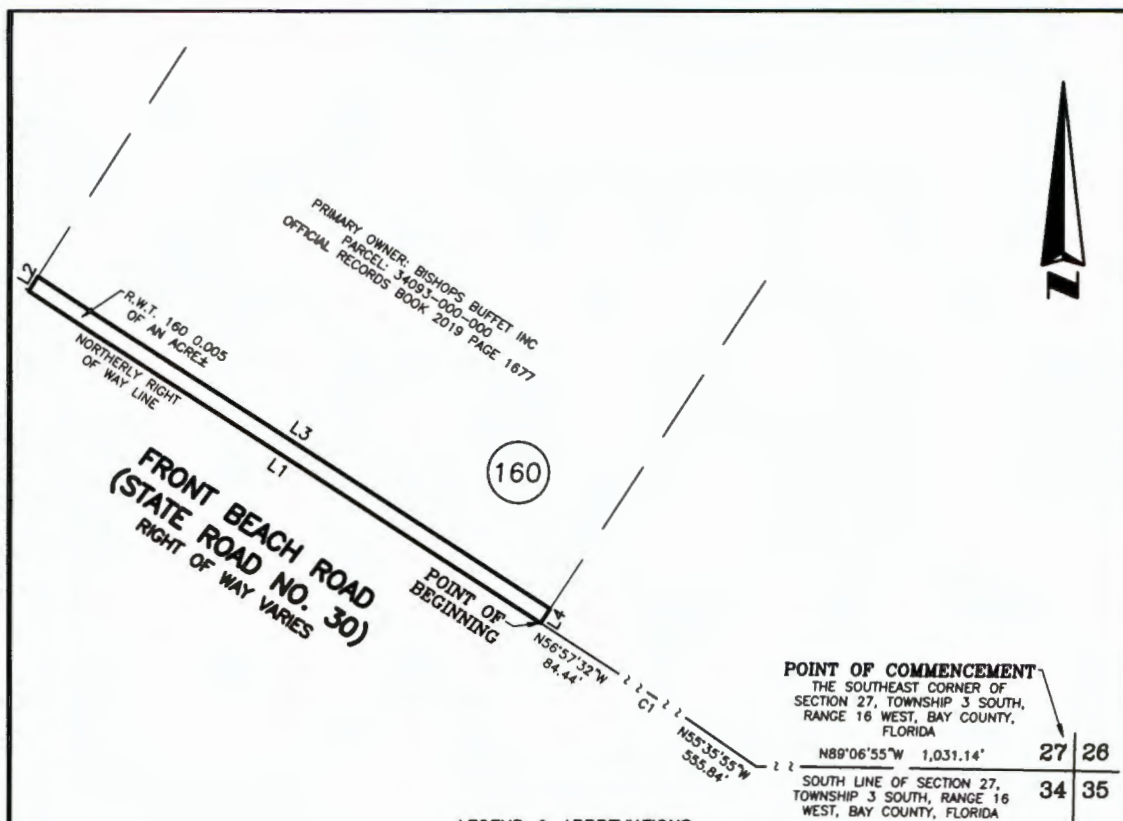
Name: _____
Address: _____
Telephone No.: _____
E-mail Address: _____
9. Do you anticipate filing a business damage claim?

10. Additional Comments:

Business Owner's Signature

Printed Name and Title

Date



LEGEND & ABBREVIATIONS:

— — — = LINE DRAWN TO A BROKEN SCALE

R.W.T. = RIGHT OF WAY TAKING

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	34150.72'	1°21'37"	810.78'	N56°16'43"W	810.78'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N56°57'32"W	249.05'
L2	N32°59'48"E	7.00'
L3	S56°57'32"E	249.08'
L4	S33°17'05"W	7.00'

LEGAL DESCRIPTION: RIGHT OF WAY TAKING 160
12628 FRONT BEACH ROAD

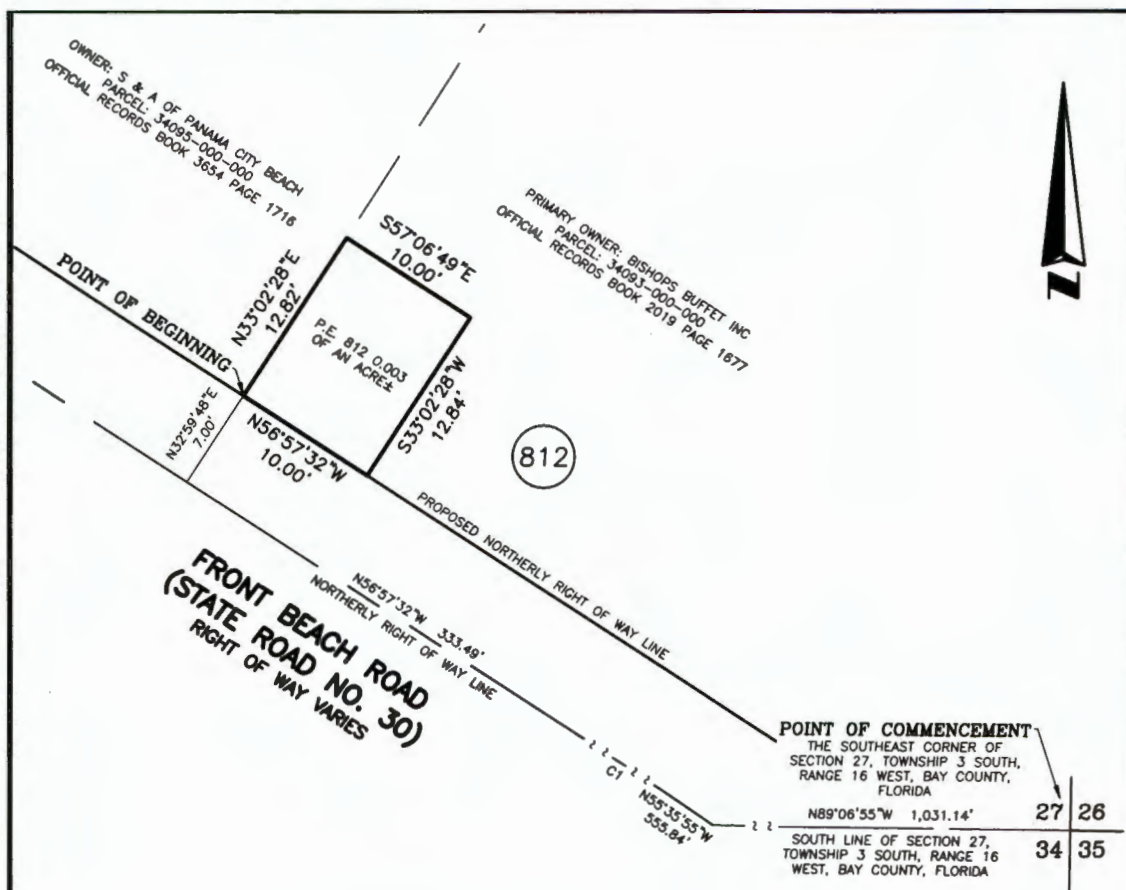
A PARCEL OF LAND LYING IN SECTION 27, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA; THENCE N89°06'55"W ALONG THE SOUTH LINE OF SAID SECTION 27, A DISTANCE OF 1,031.14 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF FRONT BEACH ROAD (STATE ROAD NO. 30)(RIGHT OF WAY VARIES); THENCE N55°35'55"W ALONG SAID RIGHT OF WAY LINE 555.84 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 34,150.72 FEET AND A CHORD THAT BEARS N56°16'43"W, 810.76 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AND RIGHT OF WAY LINE 810.78 FEET; THENCE N56°57'32"W, 84.44 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE N56°57'32"W, 249.05 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE N32°59'48"E, 7.00 FEET; THENCE S56°57'32"E, 249.08 FEET; THENCE S33°17'05"W, 7.00 FEET, TO THE POINT OF BEGINNING, CONTAINING 1,743.47 SQUARE FEET OR 0.04 OF AN ACRE, MORE OR LESS.

SURVEYOR'S REPORT:

1. BEARINGS SHOWN HEREON ARE GRID, FLORIDA STATE PLANE NAD83/90.
2. I HEREBY CERTIFY THAT THE "SKETCH OF DESCRIPTION" OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY DRAWN UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING CHAPTER 5J-17 REQUIREMENTS OF FLORIDA ADMINISTRATION CODE.

SKETCH & DESCRIPTION	Date: 4/6/2023 JS	Certification Number LB2108 66853-RWT 160
FOR RIGHT OF WAY TAKING 160 12628 FRONT BEACH ROAD CITY OF PANAMA CITY BEACH CRA PHASE 4.3	Job Number: 66853 Scale: 1" = 60' Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. SHEET 1 OF 1	SSMC SUE • SURVEY • GIS SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 651 West 14th Street Panama City, Florida 32401 (850) 919-2127 email: info@southeasternsurveying.com THOMAS K. MEAD Registered Land Surveyor & Mapper Number 5624



CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	34150.72'	1°21'37"	810.78'	N56°16'43"W	810.78'

LEGEND & ABBREVIATIONS:

— z — = LINE DRAWN TO A BROKEN SCALE
P.E. = PERPETUAL EASEMENT

LEGAL DESCRIPTION: PERPETUAL EASEMENT 812
12628 FRONT BEACH ROAD

A PARCEL OF LAND LYING IN SECTION 27, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA; THENCE N89°06'55"W ALONG THE SOUTH LINE OF SAID SECTION 27, A DISTANCE OF 1,031.14 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF FRONT BEACH ROAD (STATE ROAD NO. 30)(RIGHT OF WAY VARIES); THENCE N55°35'55"W ALONG SAID RIGHT OF WAY LINE 555.84 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 34,150.72 FEET AND A CHORD THAT BEARS N56°16'43"W, 810.76 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AND RIGHT OF WAY LINE 810.78 FEET; THENCE N56°57'32"W, 333.49 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE N32°59'48"E, 7.00 FEET TO THE POINT OF BEGINNING; THENCE N33°02'28"E, 12.82 FEET; THENCE S57°06'49"E, 10.00 FEET; THENCE S33°02'28"W, 12.84 FEET; THENCE N56°57'32"W, 10.00 FEET TO THE POINT OF BEGINNING, CONTAINING 128.30 SQUARE FEET OR 0.003 OF AN ACRE MORE OR LESS.

SURVEYOR'S REPORT:

- BEARINGS SHOWN HEREON ARE GRID, FLORIDA STATE PLANE NAD83/90.
- I HEREBY CERTIFY THAT THE "SKETCH OF DESCRIPTION" OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY DRAWN UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING CHAPTER 5J-17 REQUIREMENTS OF FLORIDA ADMINISTRATION CODE.

SKETCH & DESCRIPTION		Date: 7/8/2024 JS	Certification Number LB2108 66853-PE 812
FOR PERPETUAL EASEMENT 812 12628 FRONT BEACH ROAD CITY OF PANAMA CITY BEACH CRA PHASE 4.3		Job Number: 66853 Scale: 1" = 10'	 SSMC SUE • SURVEY • GIS SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 651 West 14th Street Panama City, Florida 32401 (850) 919-2127 email: info@southeasternsurveying.com
		Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.	
		SHEET 1 OF 1	
		THOMAS K. MEAD Registered Land Surveyor & Mapper Number 5624	



City of

Panama City Beach

PCB City Hall
17007 PCB Parkway
PCB, FL. 32413
P: (850) 233-5100
F: (850) 233-5108
www.pcbgov.com

The rights explained in this pamphlet are derived from Chapter 73, Florida Statutes.

Business Damages Process

Front Beach Road Improvement Project

The improvement of Front Beach Road includes widening the existing paved roadway and installing median turn lanes, landscaping, trolley drive lanes, pedestrian walkways, signage, lighting, pavement markings, drainage systems, and the relocation and undergrounding of utilities.

To accomplish this mission, sometimes there may be impacts on a business located on the property acquired. Because you are the business owner occupying property needed for a transportation facility, we have prepared this pamphlet to briefly explain our business damages process as well as your rights and options.

Keystone Field Services, Inc.
1466 Lee Avenue
Tallahassee, FL 32303



Keystone Field Services, Inc.
1466 Lee Avenue
Tallahassee, FL 32303

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD A DOTTED LINE

CERTIFIED MAIL®

9589 0710 5270 0142 4909 95
9589 0710 5270 0142 4909 95

U.S. Postal Service™
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For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Certified Mail Fee \$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
Postage \$
Total Postage and Fees \$
Sent To: RDB Management, Inc.
2161a Capt. Jack's Family Buffet
502 Harmon Avenue
Panama City, FL 32401
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

4.3 160/812

Postmark Here

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
- Complete items 1, 2, and 3. - Print your name and address on the reverse so that we can return the card to you. - Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery	
1. Article Addressed to: <u>RDB Management</u> <u>2161a Capt. Jack's Family Buffet</u> <u>502 Harmon Avenue</u> <u>Panama City, FL 32401</u> <u>Attn: Jack A. Williams</u> <u>Reg. Agent</u>		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☒ No	
 9590 9402 9143 4225 6169 59		3. Service Type ☐ Adult Signature ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☒ Certified Mail® ☐ Registered Mail Restricted Delivery ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)	
2. Article Number (Transfer from service label) 9589 0710 5270 0142 4909 95			

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Amy Myers, Community Redevelopment Agency

2. MEETING DATE:

July 23, 2026

3. REQUESTED MOTION/ACTION:

Approve a Professional Services Agreement with Florida Economic Advisors, LLC related to eminent domain business damages consulting services for FBRCA capital improvement projects.

4. AGENDA:

CONSENT AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** Yes

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Transportation

Attractive Community

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

To date, the City has received eleven claims for business damages related to the Front Beach Road CRA Project. It is necessary to retain a business damages consultant to assist with the evaluation of the claims presented, particularly with regard to business damages resulting from the City's impact to existing parking.

Three firms were referred to the Right-of-Way ("ROW") Team by Phifer and Messina--the accounting firm that currently assists the City in evaluating the business records presented with these claims. All three firms were interviewed by Special CRA Counsel Jim Spalla on behalf of the ROW Team, who considered their fees, experience, and familiarity with Florida law.

Based upon this criteria, staff recommends that Florida Economic Advisors, LLC be retained by the City to provide necessary business damages consulting services. These services include professional damage evaluation, review, and consulting services including preparation of reports for negotiations and updates of reports as may be requested or necessary all with respect to the City's acquisition of land to effect public improvements.

[Res 26-139 Florida Economic Advisors Professional Services Agreement.pdf](#)
[Florida Economic Advisors.Professional Services Agreement.pdf](#)

RESOLUTION NO. 26-139

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH FLORIDA ECONOMIC ADVISORS, LLC FOR EMINENT DOMAIN BUSINESS DAMAGES CONSULTING SERVICES RELATED TO CAPITAL IMPROVEMENTS WITHIN THE FRONT BEACH ROAD COMMUNITY REDEVELOPMENT AREA; AND AUTHORIZING EXPENDITURES UNDER THE AGREEMENT IN AN AMOUNT NOT TO EXCEED \$50,000.00 FOR THE REMAINDER OF FISCAL YEAR 2026.

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

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Professional Services Agreement with Florida Economic Advisors, LLC for Eminent Domain Business Damages Consulting Services related to eminent domain proceedings within the Front Beach Road Community Redevelopment Area, as more fully set forth in the form attached as **Exhibit A** and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager, and whose execution shall be conclusive evidence of such approval.
2. For the remainder of the fiscal year beginning October 1, 2025, and ending September 30, 2026, the City Manager is authorized to make expenditures under the Agreement in an amount not to exceed Fifty Thousand Dollars and No Cents (\$50,000.00).

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of July 2026.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

Lynne Fasone, MMC, City Clerk

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF PANAMA CITY BEACH AND FLORIDA ECONOMIC ADVISORS, LLC
RELATING TO
EMINENT DOMAIN BUSINESS DAMAGES CONSULTING SERVICES**

THIS AGREEMENT is made and entered into this ____ day of _____ 2026, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation ("City") and **FLORIDA ECONOMIC ADVISORS, LLC**, a Florida limited liability corporation ("Consultant").

WHEREAS, City desires to have Consultant assist City with professional business damage evaluation, review and consulting services, including the preparation of reports for negotiations, updates of reports as may be requested or necessary, all with respect to City's acquisition of land to effect public improvements which will support and enhance various capital improvement projects; and

WHEREAS, City desires to employ Consultant for those purposes upon the terms and conditions in this Agreement, and Consultant is desirous of obtaining such employment and has represented that it has extensive experience in and is qualified and competent to perform such services upon said terms and conditions;

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

1. SCOPE OF PROFESSIONAL SERVICES:

A. City retains Consultant to diligently, competently, and in a timely manner perform such professional business damage evaluation, review, and consulting services, as City may require, as said services may be authorized by City in individual tasks requested from time to time by City. Upon any such request from City, Consultant will provide a proposed fee in writing. The proposed fee may be a: (i) stipulated sum; (ii) stipulated sum plus one or more specified allowances which may be authorized by City Manager or his designee; (iii) fee based on actual time expended; or (iv) any other compensation format that may be authorized by City. Unless expressly set forth separately in the applicable fee proposal, the proposed fee shall be assumed to include all compensation which City will owe Consultant for the subject services, including all reimbursable expenses.

B. If accepted by City, the Consultant's proposal, as that proposal may have been modified by the parties, shall be incorporated into a task order, substantially in the form set forth as Exhibit B (each a "Task Order"). Each Task Order shall be numbered and upon its execution by both City and Consultant, shall be deemed to be incorporated into this Agreement. If a term in this Agreement conflicts with a term in a Task Order, the term in the Task Order shall control to the extent of such conflict, but only for that Task Order.

C. Notwithstanding anything herein to the contrary, City is not required under this Agreement to authorize Consultant to perform any services, and nothing herein shall be construed as entitling Consultant to any work under this Agreement, except and to the extent such work is specifically authorized hereafter by City in a properly executed Task Order.

D. Consultant represents to City that it has expertise in the type of professional services that will be required and all appraisal reviews will conform to the Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Standards Board of the Appraisal Foundation. City's consent or approval of any services provided by Consultant in no manner or way will relieve Consultant of its obligations and duties hereunder. Additionally, City's consent or approval of any services of Consultant shall not constitute a waiver of any rights City may have pursuant to this Agreement or by law. Notwithstanding any consents or approvals by City, Consultant remains responsible for all defects, errors, omissions or inconsistencies in its services performed pursuant to this Agreement.

2. COMPENSATION AND PAYMENT:

A. Consultant's total compensation for the services authorized by any specific Task Order shall be set forth exclusively in that Task Order.

B. In addition to its fee, if expressly authorized in the applicable Task Order, Consultant shall be reimbursed for its reasonable out-of-pocket expenses upon its submission of appropriate supporting and backup documentation reasonably acceptable to City. Consultant shall invoice City at actual costs for such authorized out-of-pocket costs including any subconsultant's compensation. Records of costs incurred under the terms of this Agreement, as well as all of Consultant's other project related documents and records, shall be maintained by Consultant and made available to City during the period of this Agreement, and for three (3) years after the final payment is made or such longer period of time as may be required by law. Copies of these documents and records shall be furnished to City without cost, and City or its agents shall be entitled to review, copy and audit all such documents and records during normal business hours. Consultant shall include a corresponding right of access, review, copying and audit by City to all project documents and records in all of Consultant's subconsultant agreements.

C. City reserves the right to direct changes to the services required of Consultant under this Agreement or any specific Task Order. Consultant will be compensated for any such changes directed or authorized by City as set forth in Section 6.

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

- 1) Where a stipulated sum is specified, City shall pay Consultant in monthly installments based upon the percentage of satisfactory completion.
- 2) In support of payment, Consultant shall submit monthly a request for payment describing the work done, percentage of completion and amount requested to be paid, all by reference to line items in the scope of services where available.
- 3) Where fees are computed on a time-incurred basis, the City shall pay Consultant monthly in arrears upon receipt of an itemized statement certified by Consultant in form and detail reasonably acceptable to City.
- 4) If authorized under the applicable Task Order, reimbursable expenses reasonably incurred shall be included in the Consultant's monthly statement of services with such supporting documentation as may be reasonably required by Owner to substantiate the reimbursable expenses.
- 5) Notwithstanding anything in the Agreement or any Task Order to the contrary, City reserves the right to withhold payment to Consultant in part or in full to the extent reasonably necessary to protect City's interests.
- 6) Consultant shall be required to provide such supporting documentation for its invoice as may be required by City.

3. SCHEDULE:

The time schedule for Consultant's performance of the required services under any specific Task Order shall be set forth in that Task Order.

4. CITY'S RESPONSIBILITY:

As reasonably requested by the Consultant, the City shall furnish the Consultant with all existing data, plans, profiles, and other information available and useful in connection with the proposed project now on file with the City which shall be returned to the City upon the completion of the services to be performed by the Consultant, unless such data, plans, profiles, and other data are necessary for daily operations; then such forms of information shall be promptly duplicated by the Consultant and the originals returned to the City. Unless otherwise noted, the Consultant shall be entitled to rely upon the accuracy and completeness of any information supplied by the City.

5. CITY'S DESIGNATED REPRESENTATIVE:

It is understood and agreed that City designates the CRA Program Manager or his designated representative or its legal counsel to represent City in all technical matters pertaining to and arising from the work and performance of this Agreement. Provided however, neither the CRA Program Manager nor his designated representative shall have

the authority to authorize any verbal or written orders or instructions that would have the effect, or be interpreted to have the effect, of adjusting, modifying or changing in any way whatsoever 1) the time to complete any of Consultant's required services, 2) the amount of compensation City is obligated or committed to pay Consultant, or 3) the scope or quality of services to be provided and performed by Consultant. The CRA Program Manager and/or his designated representative and/or legal counsel shall have, but not be limited to, the following responsibilities:

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

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

C. Provision of prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any defects or changes necessary in the project.

6. ADDITIONAL SERVICES/CHANGES IN SCOPE:

A. As referenced in Section 2.C of this Agreement, City has retained the right to make changes to the scope of work authorized by any Task Order. Accordingly, from time to time, at City's option and in City's sole discretion, Consultant may be directed or authorized to perform additional services ("Additional Services") City deems necessary or convenient with respect to any specific Task Order that has been issued. Provided however, City will not be responsible for the costs of any Additional Services commenced by Consultant without City's express prior written approval or direction. If Consultant reasonably believes that any services required by City (including any changes directed by City) constitute Additional Services, then Consultant shall provide prompt written notice to City of any such circumstance before commencing such services. In the event City disagrees with Consultant's notice of Additional Services and City directs Consultant to proceed with such services, Consultant must submit a written claim to City within seven (7) calendar days of City's directive to proceed. Failure to obtain either City's prior written approval for Additional Services or failure to submit a written claim within said seven (7) day period after being directed by City to proceed with services that Consultant believes constitute Additional Services, waives Consultant's claim that it performed Additional Services and instead such services will be deemed to be part of the original services otherwise required of Consultant under the applicable Task Order. The compensation for Additional Services will be an amount mutually agreed upon or if the parties fail to reach agreement on the compensation then Consultant's compensation will be based upon the rates established in the attached Exhibit A and the actual time and out-of-pocket costs incurred by Consultant to provide such Additional Services as reasonably determined by City.

B. Consultant hereby waives all claims for consequential and indirect damages against City arising out of or relating to this Agreement.

7. TERMINATION:

A. Either party hereto shall have the right and option to terminate this Agreement as set forth in this section. City shall have the right to terminate this Agreement and any Task Order in effect, in whole or in part, without cause upon seven (7) calendar days written notice to Consultant. Consultant shall have the right to terminate this Agreement in its entirety without cause upon ninety (90) calendar days written notice to City with respect to future services and work not already authorized under any particular Task Order; provided however, any services to be performed by Consultant under a previously issued Task Order shall proceed to completion unless otherwise expressly terminated by City. Nothing in this Section shall be construed to allow Consultant to terminate any Task Order previously issued and in effect prior to Consultant's notice of termination for convenience. In the event of a termination for convenience by City, Consultant's sole and exclusive recovery against City shall be limited to that portion of Consultant's compensation earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Consultant that are directly attributable to the termination. In no event shall Consultant be entitled to any other or further recovery against City, including, but not limited to, anticipated fees or profit on work not performed.

B. Consultant shall be considered in default of this Agreement and such default shall be considered cause for City to terminate this Agreement in whole or in part upon written notice to Consultant if Consultant fails to diligently, competently and timely perform any of the work, fails to cooperate with others associated with the work, or otherwise fails to perform or observe any material covenant, representation or warranty contained in this Agreement. If City determines that Consultant is in default, Consultant shall have seven (7) calendar days following receipt by Consultant of said written notice to remedy and cure the default. If such default is not remedied or cured by Consultant within those seven (7) calendar days, then City may terminate this Agreement in whole or in part. In the event of such termination by City, Consultant's sole and exclusive recovery against City shall be limited to that portion of Consultant's compensation earned through the date of termination, plus any withheld retainage; provided, however, no such amounts shall be due and payable until such time as City determines its damages as a result of such default by Consultant. City has the right to offset all damages it suffers because of Consultant default from any and all amounts it may owe Consultant under this Agreement and any Task Order. Further, in the event such damages exceed the amount owed Consultant, Consultant shall pay City such excess within ten (10) days of Consultant's receipt of written demand from City for such excess amount.

C. City shall be considered in default of this Agreement, and such default shall be considered cause for Consultant to terminate any specific Task Order upon written notice to City if City fails to perform or observe any material covenant required of it with

respect to such Task Order. In no event does Consultant have the authority to terminate any Task Order for which the subject default does not apply. If Consultant notifies City in writing that City is in default, City shall have thirty (30) calendar days following receipt by City of said written notice to remedy and cure the default. If such default is not remedied or cured by City within those thirty (30) calendar days, then Consultant may terminate the subject Task Order. In the event of such termination by Consultant, and subject to the terms of this Agreement, Consultant shall be entitled only to the same rights and recovery provided to it because of a termination for convenience by City per Section 7.A above.

D. If, after notice of termination of this Agreement or any Task Order or any portion of either by City as provided for in Section 7.B above, it is determined for any reason that City wrongfully terminated this Agreement or any Task Order or any portion of either or otherwise was not entitled to terminate for cause, then the notice of termination given pursuant to Section 7.B above shall be deemed to be the notice of termination for convenience by City provided for in paragraph 7.A above and Consultant's remedies against City shall be the same as and limited to those afforded Consultant under Section 7.A above.

E. Upon any termination and at no additional cost to City, Consultant shall deliver to City all papers, records, documents, drawings, calculations, models, and other materials in Consultant's possession or under its control arising out of or relating to this Agreement as directed by City. The delivery of all such items to City being a condition precedent to any further payment obligations of City under this Agreement. Consultant may make a copy of any or all such items for its file, at its own cost and expense.

8. TERM:

Unless terminated sooner pursuant to the provisions of the "TERMINATION" clauses contained in Section 7 of this Agreement, and subject to the availability of appropriated funds, this Agreement shall take effect immediately upon its execution by the parties, and shall continue thereafter for a term of 5 years or the completion of all outstanding Task Orders, whichever is later; provided, however, the term of this Agreement shall be amendable and renewable by City, at its sole discretion, for continuation of the term related services on an as-needed basis.

9. INDEMNIFICATION:

A. To the maximum extent permitted by law, Consultant shall defend, indemnify and hold harmless City, its officers and employees, of any and all claims, actions, 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 Consultant or any person employed or utilized by Consultant in the performance of services hereunder. The provisions of this Section 9 shall survive termination of this Agreement. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party described in this paragraph.

B. The duty to defend under this Section 9 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Consultant, City or any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Consultant. Consultant's obligation to indemnify and defend under this Section 9 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against City or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. Notwithstanding the foregoing and to the extent Consultant actually defends City and City is ultimately found responsible for such claims, City shall reimburse Consultant its defense costs, including attorneys' and expert fees, incurred by Consultant in providing a defense to City and its employees, but only to the extent of the City's culpability.

10. INSURANCE:

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

1. General/Commercial Liability, the minimum primary limits shall be no less than \$1,000,000/\$2,000,000;
2. Professional Errors and Omission Liability: \$250,000/\$250,000.

B. Certificates of Insurance: The Consultant shall furnish to the City copies of all policies and endorsements and certificates of insurance allowing thirty (30) days' written notice of any change in limits or scope of coverage, cancellation, or non-renewal. Such certificates shall contain the following wording: "SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN." In the event (1) the ACORD form does not include the foregoing provision in the certificate, (2) the City has been provided a copy of a policy endorsement naming the City as additional insured (on the general liability and automobile liability insurance policies) and (3) the policy endorsement in favor of the City (for the workers compensation, general liability and automobile liability insurance policies) expressly provides that the City be given thirty (30) days written notice before an amendment in limits or scope of coverage or cancellation, then the following wording may be substituted "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS". If the insurance policies expire during the term of this Agreement, a renewal certificate shall be filed with the City thirty (30) days prior to the renewal date.

11. NEGOTIATION DATA:

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

12. OWNERSHIP OF DOCUMENTS:

A. It is understood and agreed that all documents, including detailed reports, plans and all other data in whatever form (text, graphic, digital or other electronic), prepared or obtained by Consultant in connection with its services hereunder ("Project Documents") shall always be the property of City and shall be delivered to City promptly, at Consultant's sole expense and without lien, upon City's request or termination of this Agreement by lapse of time or otherwise. Consultant hereby assigns to City all rights, including all copyrights, to the Project Documents. Consultant acknowledges and agrees that all Project Documents shall be deemed to be works made for hire, and all right, title, and interest in and to the Project Documents shall be vested in City, and Consultant will take all actions necessary to secure for City all such right, title, and interest. Consultant warrants that all materials comprising the Project Documents are original with the Project and have not been copied or derived from any other material without the express consent of the owner, proprietor, and copyright holder of that other material, and are not subject to any other claim of copyright by any other person. Consultant shall obtain any and all licenses necessary for the production and preparation of the Project Documents including, without limitation, licenses for the use of any material subject to copyright by other parties. Consultant shall assign to City any and all rights, including any copyrights, in the Project Documents that Consultant may possess, now or in the future, and Consultant will claim no rights adverse to City in the Project Documents. Consultant, at its own expense, may retain copies of the Project Documents for its files and internal use. Consultant shall not be liable for any use by City of the Project Documents to the extent they are modified without written approval of Consultant.

B. City shall not use Consultant's formal report on any other project unless City notifies Consultant of its intended use and obtains the Consultant's written consent to such use.

C. Consultant warrants to City that it has full right and authority to grant to City all rights in the Project Documents as provided for in this Section 12. Further, Consultant hereby consents to City's use (including any use by any replacement Consultant retained by City) of the Project Documents to complete a project following any termination of Consultant hereunder or to perform any additions to or renovations of a Project.

D. When transferring data in electronic media format, Consultant makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of the Agreement.

Because the data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. The original hard copy of the documents containing the professional Consultant's seal shall take precedence over the electronic documents.

13. WORK COMMENCEMENT/PROGRESS/DELAYS:

A. The services to be rendered by Consultant as to any specific Task Order shall commence upon execution of that Task Order and Consultant's receipt of written notice to proceed with such services from City Manager or his designee.

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

C. Notwithstanding anything in this Agreement or any Task Order to the contrary, no interruption, interference, suspension, or delay in the commencement or progress of Consultant's services from any cause whatsoever, including those for which City may be responsible in whole or in part, shall relieve Consultant of its duty to perform or give rise to any right to damages or additional compensation from City. Consultant expressly acknowledges and agrees that it shall receive no damages for delay. In the event there are delays on the part of City or any applicable regulatory agencies as to the approval of any of the plans, permits and drafts of special provisions submitted by Consultant or any other delays not due to the fault or neglect of Consultant, which delay the applicable schedule completion date, Consultant's sole remedy, if any, against City shall be an equitable extension of time for such delays. Provided, however, if the delay is solely due to City's fault of neglect and the services to be provided hereunder have been delayed for a total of ninety days, Consultant's compensation shall be adjusted only to reflect the actual incremental increase in out-of-pocket costs experienced by Consultant, if any, as a result of such delays. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

D. Consultant shall maintain an adequate and competent staff of professionals and may associate with other qualified firms for the purpose of rendering services hereunder. Consultant agrees that its staff, subconsultants, and subcontractors who will perform any services for the project are subject to City's reasonable approval and must be identified in each Task Order. None of the staff, subconsultants, and subcontractors identified in a Task Order shall be removed or replaced by Consultant without City's prior written approval (such approval not to be unreasonably withheld), and if so removed shall

be immediately replaced with a person or firm reasonably acceptable to City. Consultant is liable for all acts and omissions of its staff, subconsultants, and subcontractors.

14. STANDARDS OF CONDUCT:

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

B. Consultant covenants that neither it nor any of its employees presently has any interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with performance of services hereunder.

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

15. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:

The Consultant shall comply with all Federal, State, and Local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

16. ASSIGNABILITY:

Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of City.

17. INDEPENDENT CONTRACTOR:

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

18. CONTROLLING LAW AND VENUE:

All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of Florida applicable to contracts made and to be performed within this state. Exclusive jurisdiction and venue to interpret or resolve any

dispute under this Agreement shall lie in the Circuit Court, Fourteenth Judicial Circuit, in and for Bay County, Florida.

19. ENTIRE AGREEMENT:

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

20. ATTORNEY'S FEES:

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

21. NO WAIVER:

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

22. COOPERATION:

Consultant acknowledges that the City's projects are generally a multidisciplinary effort which require cooperation and collaboration with numerous consultants, engineers, construction managers, contractors, and counsel assisting and advising City, as well as coordination with utilities, other governmental agencies and all directions from City Manager and CRA Program Manager. Accordingly, Consultant agrees to cooperate with all such other parties to advance the best interests of City and the project.

23. MEDIATION:

City and Consultant agree to attempt to resolve any dispute between them related to the interpretation or performance of this Agreement by mediation in Bay County, Florida, with a mutually acceptable, certified Florida Mediator to serve at joint expense. If the parties are unable to agree upon a mediator, either party shall request the appointment of a mediator by the Chief Judge of the Circuit Court, Fourteenth Judicial Circuit in and for Bay

County, Florida. Mediation contemplated by this paragraph is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives. Any settlement will require approval of City's governing board. If the parties are unable to reach a mediated settlement within ninety (90) days of the mediator's appointment, either party may terminate the settlement discussions by written notice to the other and initiate litigation. Any litigation commenced in violation of this section shall be stayed pending mediation as agreed. This section shall survive termination of this Agreement.

24. PUBLIC RECORDS:

The City is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, to the extent that it is determined that Consultant is acting on behalf of City as provided under Section 119.011(2), Consultant agrees to also comply with that law, specifically including to:

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

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

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

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

E. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AND TO CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-233-5100, 17007 PANAMA CITY BEACH PARKWAY, PANAMA CITY BEACH, FL 32413

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

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

By: _____
Drew Whitman, City Manager

ATTEST:

Lynne Fasone
City Clerk

FLORIDA ECONOMIC ADVISORS, LLC

By: _____
Its: _____

WITNESS
PRINT NAME: _____

WITNESS
PRINT NAME: _____

EXHIBIT A

FEA fees for this work program will be billed on an hourly rate basis at \$250.00 per hour, plus reimbursable expenses. Reimbursable expenses may include travel, lodging, meals, and secondary data collection. FEA will submit monthly progress invoices at the end of the month based on completed work hours and associated reimbursables.

EXHIBIT B

COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. _____

DATE _____

Reference is made to that certain PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND **FLORIDA ECONOMIC ADVISORS, LLC**, RELATING TO EMINENT DOMAIN BUSINESS DAMAGES CONSULTING SERVICES dated _____, 2026, (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

1. Pursuant to the Agreement, Consultant agrees to perform the specific tasks set forth upon herein to assist the City's acquisition of land to effect improvements to certain transportation corridors within the City:
[]
2. Consultant's compensation shall be paid in monthly installments as specified in the Agreement. Consultant's total compensation for the services to be provided under this Task Order shall be determined as follows:

Reimbursable Expenses:

If reimbursable expenses are to be paid hereunder, such expenses must be specifically AUTHORIZED AND IDENTIFIED in this section. Should no reimbursable expenses be particularly set forth in this section, the parties agree that reimbursable expenses shall not exceed \$_____.

Consultant's total compensation, including reimbursable expenses, if any, will be established in a stipulated sum not to exceed \$_____.

3. Work shall begin on _____, 202____, and shall be substantially completed by _____, 202____. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

Upon execution of this Task Order by both Consultant and City, Consultant is directed to proceed.

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

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

By: _____
Drew Whitman, City Manager

ATTEST:

Lynne Fasone
City Clerk

FLORIDA ECONOMIC ADVISORS, LLC

By: _____
Its: _____

WITNESS
PRINT NAME: _____

WITNESS
PRINT NAME: _____



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Mark Shaeffer, Utilities

2. MEETING DATE:

July 23, 2026

3. REQUESTED MOTION/ACTION:

Approve Task Order No. 22-02.03.01.002 with Infrastructure Solutions Services, Inc. doing business as HR Green, Inc. for construction engineering inspection (CEI) services on a time-involved basis with a maximum cost of \$381,640.00 (including time of \$370,640 and reimbursable costs of \$11,000) relating to the relocation of utilities for Segment 4 (Richard Jackson Boulevard to the Hathaway Bridge) of the FDOT's SR 30 (Panama City Beach Parkway) widening program.

4. AGENDA:

CONSENT AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** Yes

Detailed Budget Amendment Attached: No

6. IDENTIFY STRATEGIC PRIORITY:

Transportation

Economic Development

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Planned widening of Panama City Beach Parkway, east of the Richard Jackson Boulevard intersection to the Hathaway Bridge, by the Florida Department of Transportation ("FDOT") and associated stormwater management improvements necessitates the relocation of some of the City's existing water, sewer, and reclaimed water infrastructure within the affected area. This section of roadway has an extensive network of large-diameter, primary water, wastewater, and reclaimed mains, portions of which require relocation to resolve conflicts with planned roadway improvements. Additionally, construction of a segment of 30-inch water transmission main for future interconnection of the City's two water storage and pumping stations is also included in this project to take advantage of cost savings for installation during the road construction.

The proposed Task Order indicates a substantial completion date of July 23, 2028, to match the current Contractor's target completion date for construction. It is possible that the completion date will be extended due to weather delays and other factors which may arise during construction. Accordingly, supplemental authorizations may be required.

Staff has reviewed the proposed scope of work and finds the maximum cost of \$381,640.00 (consisting of \$370,640.00 of time and \$11,000.00 of reimbursable costs) to be consistent with the level of effort proposed. The current total value of the utilities portion of this roadway project is approximately \$7.7M including contingencies.

Staff recommends approval.

Res 26-140 ISS Task Order .pdf

Exh A ISS Task Order.pdf

attachment_1_HR Green Task Order PCB Parkway Utility Constr Observ Serv_2026-07-16.pdf

attachment_2_HR Green PCB Parkway Utility Constr Obser Serv 2026_TO Work Breakdown

Rev 071426.pdf

RESOLUTION NO. 26-140

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A TASK ORDER WITH HR GREEN, INC. FOR CONSTRUCTION INSPECTION SERVICES RELATED TO UTILITIES RELOCATION FOR SEGMENT 4 OF THE PANAMA CITY BEACH WIDENING PROJECT IN THE TOTAL AMOUNT OF \$381,640.00.

BE IT RESOLVED by the City Council of the City of Panama City Beach, Florida, that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Task Order No. 22-02.03.01.002 to the Master Services Agreement with Infrastructure Solution Services, LLC, an HR Green Company, dated December 9, 2021, for Professional Engineering Services for potable water system storage and pumping facilities, and potable water transmission mains over 12-inches in diameter, for construction inspection services related to the relocation of water, wastewater, and reclaimed water services necessitated by the Segment 4 (Richard Jackson Blvd to Hathway Bridge) of the Florida Department of Transportation's Panama City Beach Parkway widening project in the total amount of Three Hundred Eighty-One Thousand Six Hundred Forty Dollars and No Cents (\$381,640.00), in substantially the form attached as **Exhibit A** and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this _____ day of July 2026.

CITY OF PANAMA CITY BEACH, FL

By: _____
Stuart Tettemer, Mayor

ATTEST:

Lynne Fasone, MMC, City Clerk

COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 22-02.03.01.002

DATE July __, 2026

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND Infrastructure Services DBA HR Green RELATING TO PROFESSIONAL ENGINEERING SERVICES dated December 9, 2021, (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Engineer agrees to perform the specific professional appraisal tasks set forth upon incorporated Attachment A, Scope of Services, relating to SR30 Widening R Jackson to Hathaway Bridge Construction Inspection Services Task Order No. 22-02.03.01.002.

Engineer's compensation shall be paid in monthly installments as specified in the Agreement. Engineer's total compensation for the services to be provided under this Task Order shall be determined as follows:

Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Task Order No.22-02.03.01.002, Scope of Services, relating to Construction Inspection Services – Task Order No. 22-02.03.01.002

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

_____ a stipulated sum of \$ _____; or
_____ a stipulated sum of \$ _____ plus one or more specified allowances

listed below which may be authorized in writing by the City Manager or his designee,

Allowance of \$ _____ for _____, and

Allowance of \$ _____ for _____; or

X a fee determined on a time-involved basis with a maximum cost of \$381,640.00:

As set forth upon incorporated Attachment A, Fee Breakdown.

If reimbursable expenses are to be paid hereunder, such expenses must be specifically AUTHORIZED AND IDENTIFIED in this section.

The parties agree that reimbursable expenses shall not exceed \$11,000.00.

Work shall begin on July 24, 2026, and shall be substantially completed by July 23, 2028. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

Upon execution of this Task Order by both Engineer and City, Engineer is directed to proceed.

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

Witness:

Emily Davis
Clayton

By: *[Signature]*

Its: VP, W/WW Practice Leader

Date: July 15, 2026

CITY OF PANAMA CITY BEACH, FL

By: _____

City Manager

Date: _____

ATTEST:

City Clerk

HR GREEN TASK ORDER 2026-04
CITY OF PANAMA CITY BEACH, FLORIDA
PCB PARKWAY WIDENING UTILITY WM CONSTRUCTION OBSERVATION

Section I. BACKGROUND

The City of Panama City Beach (PCB) has seen significant construction occurring along the PCB Parkway which has resulted in significant utility needs for the City. The PCB Parkway Widening (Hathaway to R Jackson) Utility Construction includes a City large diameter water transmission main project in this corridor that is projected to be completed in 700 days (100 weeks) duration. The City has requested that HR Green provide Construction Observation Services of this water main in the PCB Parkway right of way. The City of PCB has requested that the HR Green Team prepare this Task Order to complete this Construction Services for this Project

Section II. SCOPE OF SERVICES

TASK 1 – CONSTRUCTION OBSERVATION SERVICES

Task 1.1: Construction Observation

The HR Green Team shall provide services to the City that include construction observation to include daily construction observation reports for the constructed utilities with a projected construction duration of 700 days. The HR Green Team shall attend weekly project meetings with the City that include discussions of construction progress and planned progress for the construction observation. We will also complete the review of construction documentation progress to include pay applications to verify consistency with actual completion and construction progress as requested, review of test reports for Contract compliance, and Contractor provided as-built/record drawings for accuracy relative to field observations. Deliverables shall include daily observation reports, photos and any other supporting documentation and a final completion determination.. These services are estimated for the 700-day (100 weeks) duration at 50 weeks of four (4) eight hour days each week or 32 hrs/wk and at 50 weeks of three (3) eight hour days or 24 hrs/wk.

Due to COMPANY not being on-site full time, COMPANY will best represent and determine substantial accordance with the Contract. HR Green will not supervise, direct or have control over the Contractor's work nor have any responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor nor for the safety precautions or programs in connection with the work. These rights and responsibilities are solely of the Contractor in accordance with the Contract Documents. HR Green is not responsible for acts or omissions of the Contractor, subcontractor, entity performing any portions of the work, or agents or employees of them. HR Green does not guarantee the performance of the Contractor and is not responsible for the Contractor's failure to perform the work in accordance with the Contract Documents or applicable laws, codes, rules or regulations. HR Green will document and report to City when Contractor's work is not in conformance with the Contract Documents, when such conditions are observable using due care and diligence.

Task 1.2: Project Management / Administration

The HR Green Team shall project manage and administer the services provided under this construction observation services task order. These services are estimated for the 700-day (24 month) duration at four (4) hours per month.

Section III. SUBCONSULTANTS

The HR Green Team does not anticipate the use of sub-consultants for this project.

Section IV. CITY RESPONSIBILITY

The City of PCB will provide all available design-related information on the existing PCB Parkway Project. It will also review observation reports and attend key project meetings with HR Green.

Section V. DELIVERABLES

The HR Green Team will provide the following deliverables to the City of PCB:

#	Deliverables
1	One (1) Electronic copy of the daily observation reports with photos

Section VI. SCHEDULE

This HR Green project scope, fee, and schedule is based on 700 days. This schedule was provided by the City of Panama City Beach from the Contractor providing the Construction of the large diameter water main. The City and HR Green both recognize that this provided scope and fee is based on the 700 day (100 week) construction duration at an average of 28 hours per week of construction. If the construction duration exceeds 100 weeks or City requests more than an average of 28 hours per week of construction observation, then the City will receive for approval a request from HR Green for additional scope and fee. The scheduled calendar days start from receipt of the City provided NTP to the HR Green Team.

Section VII. METHOD OF COMPENSATION

The City of Panama City Beach shall compensate the HR Green Team for this PCB Parkway Widening Utility Water Transmission Main Construction Observation Services Project scope of work at the cost-plus fee amount of Three Hundred Eighty-one Thousand Six Hundred Forty Dollars and Zero Cents (\$381,640). The fee cost breakdown for this project is below.

At the direction of the City, HR Green may be requested to provide additional services. These additional services would be reviewed and approved by the City of PCB. HR Green will invoice the City based on the percentage of work completed to date on this 100-week duration project.

TASK NO.	TASK NAME	COST
Task 1	Construction Observation Services	\$370,640
	Expenses	\$11,000
	TOTAL COST	\$381,640

Section VIII. ACCEPTANCE

If the above scope and fees meet your approval, please indicate by your signature in the space provided below and return one (1) signed copy which will constitute an "Agreement and Notice to Proceed" for the accomplishment of this work.

HR GREEN

Name
Title

Date

CITY OF PANAMA CITY BEACH

Name
Title

Date

Professional Construction Services
for City of Panama City Beach
PCB Parkway Widening (Hathaway to R Jackson) Utility Construction Observation Services

ATTACHMENT A

Hourly Labor Breakdown Estimate		Engineer IX	Engineer VI	Engineer IV	PROJECT REPRESENTATIVE III	Project Professional I	Administrative Assistant I	Total Hours	Total Dollars
Engineering Services		\$215	\$180	\$150	\$125	\$115	\$55		
TASK 1 - CONSTRUCTION OBSERVATION SERVICES									
1.1	Construction Observation/Project Meetings (700 days (50 wks @ 32 hrs/week and 50 wks @ 24 hrs/wk				2800			2,800	\$350,000
1.2	Project Management / Administration (24 mts @ 4hrs/mts)	96						96	\$20,640
	TASK 1 -TOTAL	96	0	0	2800	0	0	2,896	\$370,640
TOTAL LABOR HRS								96	0
TOTAL LABOR FEE								\$20,640	\$0

Expenses Estimate Breakdown	Quantity	Units	Unit Cost	Total Cost
Travel from PCB				
No of Trips =ESDC Miles per Rdtrip = 30	30			
Mileage = 30 miles/Daily Rdtrip x 500 Days =	15000	miles	\$ 0.725	\$ 10,875
CDS AND DVDS:	0		\$10.00	\$ -
COPIES (B&W 8 1/2 x11)	0	Per Copy	\$0.10	\$ -
COPIES (B&W 11 x 17)	0	Per Copy	\$0.50	\$ -
COPIES (COLOR 8 1/2 x 11)	0	Per Copy	\$0.75	\$ -
COPIES (COLOR 11 x 17)	0	Per Copy	\$1.50	\$ -
Plan Sheetts (24" x 36" @ \$0.50/sf):	0	Sheet	\$3.00	\$ -
Miscellaneous Expenses	1		\$ 125	\$ 125
TOTAL ESTIMATED EXPENSES				\$ 11,000

SUMMARY OF TASK ESTIMATE						
	TOTALS	ISS LABOR	SUBS	EXPENSES		
TASK 1 - CONSTRUCTION OBSERVATION SERVICES	\$370,640	\$370,640	\$0	\$0		
TOTAL ESTIMATED FEE OF PROJECT	\$381,640	\$ 370,640	\$0	\$ 11,000		

ORDINANCE NO. 1684

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES TO INCLUDE APARTMENTS WITHIN THE CITY'S VACATION RENTAL CERTIFICATE REQUIREMENT; CREATING SECTION 8-184 RELATED TO DELINQUENT VACATION RENTAL CERTIFICATE RENEWAL FEES, ADMINISTRATIVE ASSESSMENTS, AND LIENS; PROVIDING FOR PROCEDURES FOR NOTICE AND ADMINISTRATIVE HEARING PROCEDURES, AND METHODS OF COLLECTION; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Panama City Beach is responsible for adopting and enforcing regulations designed to protect the public health, safety, and welfare of residents, visitors, and transient occupants; and

WHEREAS, Chapter 8, Article IX of the City Code requires each Vacation Rental to hold a Vacation Rental Certificate and requires annual renewal of that Certificate; and

WHEREAS, Section 8-183 currently requires complete renewal applications to be submitted annually by October 1 and requires payment of an annual Certificate fee in an amount adopted by resolution of the City Council to cover the cost of administration and enforcement of the Certificate program; and

WHEREAS, late and incomplete renewals require additional City staff time and expense, including but not limited to account review, ownership verification, portal administration, communications with owners and rental responsible parties, inspection scheduling, mailing, posting, recording, release, and collection administration; and

WHEREAS, the City Council finds that a progressive delinquent-renewal fee schedule, adopted by resolution, is an appropriate means to recover increased administrative and regulatory costs caused by late renewals; and

WHEREAS, the City Council desires to establish a separate administrative collection process for delinquent Vacation Rental Certificate renewal fees and costs, with notice, an opportunity for a hearing before a neutral hearing officer, final administrative assessment, and recordable municipal lien only after finality and nonpayment; and

WHEREAS, the City Council acts pursuant to its municipal home rule powers and its authority to impose and collect user charges, fees, and regulatory fees, including sections 166.021, 166.201, and 166.221, Florida Statutes, and all other applicable law.

NOW, THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. From and after the effective date of this ordinance, Chapter 8, Section 8-183 of the City's Code of Ordinances is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

Sec. 8-183. Vacation rental requirements.

(a) Definitions.

Apartment means a self-contained dwelling unit located within a building or group of buildings under common ownership or management, which is designed and intended for the independent residential occupancy of one household and is not separately owned as a condominium or cooperative unit.

Transient public lodging establishment means any unit, group of units, dwelling, building, or group of buildings within a single complex of buildings which is rented to guests more than three (3) times in a calendar year for periods of less than thirty (30) days or one (1) calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests.

Vacation rental or Transient Residential Rental means any unit or group of units in a condominium, ~~or~~ cooperative, **or apartment**, or any individually or collectively owned single-family, two-family, three-family, or four-family house or dwelling unit that is also a transient public lodging establishment but that is not a timeshare project.

...

(c) Application for Vacation Rental Certificate. Applications for a Certificate shall be in the form promulgated by the City. In order to receive a Certificate, the owner must provide the following:

...

6. Payment of an annual Certificate fee for each dwelling unit certified as a Vacation Rental, **together with all other fees, charges, Delinquent Renewal Fees, and costs required under this Article**, in an amount to be determined by Resolution of the City to cover the cost of administration and enforcement of the Certificate program.

...

(g) Vacation Rental Requirements. The property owner of any property used as a Vacation Rental shall comply with the following requirements:

...

3. A building sign meeting the following requirements:

- a. For all Vacation Rentals except condominiums, ~~and~~ cooperatives **and apartments**, the sign must be prominently placed on the wall or property of the Vacation Rental so that the required content of the sign shall be legible as viewed from the public right-of-way; however, signage shall not be placed in the public right-of-way. Such signs must comply with size regulations set by the City's Land Development Code.
- b. For condominiums, ~~and~~ cooperatives **and apartments**, a visible sticker or decal must be placed on a door, window or wall to be visible from the exterior of the Vacation Rental unit.

...

(h) Remedies/Enforcement. Violations of this section shall be subject to penalties as part of a progressive enforcement program with the primary focus on compliance and compatibility with adjoining properties, versus penalties and legal actions. To accomplish a safe and effective Vacation Rental program it is key that responsible

parties are responsive and responsible in the management of the property for compliance with this section. Code enforcement activities will be in accordance with Chapter 25 of this Code.

1. **Administrative collection of Delinquent Renewal Fees. Delinquent renewal fees and related administrative costs or collection costs arising from failure to timely submit a Complete Renewal Application and pay all required fees shall be governed by Section 8-184. The administrative collection process in Section 8-184 is separate from and does not require a warning notice or civil violation notice pursuant to Chapter 25 of this Code, unless the City elects to proceed under the procedures and penalties set forth in Chapter 25.**
- ~~2.1-~~ **Code enforcement; Warnings.** A Notice of Violation warning shall be issued for correctable violations of this Ordinance and will have a reasonable correction/compliance period associated with it. This warning may include notice to the Department of Business and Professional Regulation, the Department of Revenue, the Bay County Clerk of Court and the Bay County Property Appraiser, as applicable. Non-compliance with ~~in~~ **the** a correction compliance period shall result in the issuance of a citation.
- ~~3.2-~~ **Civil Penalties.** Each violation shall constitute a separate correctible violation within the meaning of Chapter 25 of this Code of Ordinances punishable by a civil penalty in the amount specified below unless a different amount is specified in the section violated:
 - a. First violation: Five hundred dollars (\$500.00).
 - b. Second Violation: One thousand dollars (\$1,000.00).
 - c. Third and all subsequent violations: One thousand dollars (\$1,000.00), and the Vacation Rental Certificate may be revoked or suspended for a period of up to twelve (12) months if the third or subsequent violation occurs within a twelve (12) month period of the first violation. The financial penalty for the third and all subsequent violations shall be cumulative to any other penalty which may be provided by law.
 - d. The City may amend the civil penalties for violations of this Ordinance by Resolution of the City Council.
 - e. A violator who does not contest a civil penalty shall be entitled to a fifty percent (50%) reduction in the penalty amount upon payment directly to the City Clerk.
- ~~4.3-~~ **Additional Remedies.** Nothing contained herein shall prevent the City from seeking all other available remedies which may include, but not be limited to, injunctive relief, liens and other civil and criminal penalties as provided by law, as well as referral to other enforcing agencies. A rental which does not comply with safety requirements shall be presumed to be unfit and unsafe and not fit for human occupancy until corrected.
5. **Cumulative remedies; no election of remedies. Use of the administrative collection process in Section 8-184 shall not prohibit, limit, or delay Chapter 25 enforcement or any other remedy for renting, offering to rent, advertising, or allowing occupancy without a valid Vacation Rental Certificate or for any other violation of this Article.**

SECTION 2. From and after the effective date of this ordinance, Chapter 8, Section 8-184 of the City's Code of Ordinances is created to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

Sec. 8-184. Delinquent Vacation Rental Certificate renewal fees, administrative assessments, and liens.

(a) Definitions.

For purposes of this section, the following terms shall have the meanings stated below:

Complete Renewal Application means a renewal application submitted in the manner required by the City, including all information, affidavits, documents, license or registration evidence, contact information,

inspection-related information, and fees required by Section 8-183 and the City's application form.

Delinquent Renewal Account means all unpaid amounts owed to the City under this Article for a Vacation Rental, including the annual Certificate fee, Delinquent Renewal Fees, administrative costs, collection costs, recording costs, release costs, and interest if applicable.

Delinquent Renewal Fee means a progressive administrative fee adopted by resolution of the City Council and assessed when an owner fails to timely submit a Complete Renewal Application or to timely pay all fees required for renewal.

Final Administrative Assessment means the amount owed to the City after the owner's time to request an administrative hearing has expired without a timely request, or after a hearing officer has entered a written order determining the amount due.

Owner means the record owner of the property according to the Bay County Property Appraiser and the public records of Bay County, and includes any person or entity holding legal or equitable title or otherwise required by Section 8-183 to apply for and renew a Vacation Rental Certificate.

Subject Property means the dwelling unit, parcel, condominium unit, cooperative unit, apartment or other real property for which a Vacation Rental Certificate is required or was previously issued.

(b) Renewal due date; delinquency.

- 1. Complete Renewal Applications are due by October 1 of each year, unless otherwise established by ordinance, resolution, or written administrative extension authorized by this section. A renewal application is not complete until all required fees are paid. A renewal application shall not be deemed incomplete solely because the City has not completed processing or inspection after the owner has timely submitted all owner-controlled materials, paid all required fees, and made the property reasonably available for inspection.**
- 2. A Vacation Rental Certificate renewal becomes delinquent on the first business day after the renewal due date if the City has not received a Complete Renewal Application and all required fees by that date.**
- 3. The City Manager or designee may extend the renewal due date or waive or suspend delinquency for a defined class of applicants when a declared emergency, a City technical outage, a City processing error, or another City-confirmed circumstance makes timely renewal impracticable. Any such extension shall be documented by administrative order of the City Manager.**
- 4. An owner who permanently discontinues use of a property as a Vacation Rental and files a sworn cancellation or non-use statement in a form approved by the City before the renewal due date shall not incur a Delinquent Renewal Fee for a later renewal period, provided the property is not advertised, rented, offered for rent, or occupied as a Vacation Rental after expiration or cancellation of the Certificate. This paragraph does not waive any amount that became due before the cancellation or non-use statement was accepted by the City.**

(c) Delinquent renewal fees and costs.

- 1. The City Council may adopt by resolution a schedule of Delinquent Renewal Fees and administrative costs reasonably related to the City's cost of administering, monitoring, notifying, processing, enforcing, and collecting late or incomplete renewals under this Article.**
- 2. Delinquent Renewal Fees and costs accrue upon delinquency and in accordance with the fee schedule adopted by resolution. However, no municipal lien shall attach to the subject property until the amount due becomes a Final Administrative Assessment, remains unpaid after the payment deadline, and a claim of municipal lien is recorded in the public records.**

(d) Notice of Delinquent Renewal Fees and Intent to Finalize Assessment and Record Municipal Lien.

- 1. Before a Delinquent Renewal Account becomes a Final Administrative Assessment or is eligible for recording as a municipal lien, the City shall serve the owner with a Notice of Delinquent Renewal Fees and Intent to Finalize Assessment and Record Municipal Lien.**
- 2. The notice shall include, at a minimum:**
 - a. the name of the owner and, if applicable, the rental responsible party or property**

- manager shown in City records;
- b. the street address, unit number if applicable, parcel identification number, and Vacation Rental Certificate number if one has been issued;
 - c. the renewal due date and the date on which the renewal became delinquent;
 - d. a description of the missing renewal items, unpaid fees, or other basis for the delinquency;
 - e. the annual Certificate fee, Delinquent Renewal Fee tier, administrative costs, collection costs, and total amount then due;
 - f. instructions for payment and for submitting any missing renewal materials;
 - g. notice of the owner's right to request an administrative hearing, the deadline for requesting the hearing, and the address or electronic portal through which the request must be filed;
 - h. the name, telephone number, email address, or portal contact information for City staff who can answer questions about the account.
3. The notice shall be served by certified mail, return receipt requested, to the owner at:
- a. the mailing address listed in the Bay County Property Appraiser's public database, or;
 - b. if the owner is an entity registered to do business in the state of Florida, the City shall instead mail the notice to the registered agent address on file with the Florida Division of Corporations; or
 - c. at any other mailing address provided by the owner to the City for the Vacation Rental Certificate.
4. If certified mail is returned unclaimed or refused, the City may complete notice by posting the notice at the subject property for at least ten (10) days and posting the notice on the City's website for at least ten (10) days, or by publication as otherwise authorized by law. Proof of service may be made by affidavit, proof of mailing, postal records, photographic evidence, website posting records, or any combination thereof.
5. Service is complete on the date the notice is deposited in the United States mail if mailed as provided in this subsection.

(e) Administrative hearing; waiver.

- 1. The owner may request an administrative hearing to contest a Delinquent Renewal Account by filing a written request with the City within twenty (20) calendar days after service of the notice required by subsection (e).
- 2. The hearing request must identify the property, state the specific grounds for contesting the delinquency or the amount due, provide the owner's current mailing and email addresses, and include or identify any documents on which the owner relies.
- 3. Failure to file a timely and complete hearing request constitutes waiver of the right to an administrative hearing pursuant to the procedures set forth in Chapter 25 of this Code. Upon waiver, the Delinquent Renewal Account identified in the notice, together with any additional costs authorized by this section, shall become a Final Administrative Assessment by operation of law on the next business day after the hearing-request period expires. The City Manager or designee may execute a certificate of Final Administrative Assessment and waiver for the City's records and for recording if the amount remains unpaid.
- 4. Any person aggrieved by a Final Administrative Assessment, having timely contested the Delinquent Renewal Account pursuant to this section, may seek judicial review by filing a Petition for Writ of Certiorari before the 14th Judicial Circuit in Bay County, Florida, within thirty (30) calendar days after execution. Filing a petition or action for judicial review shall not stay collection unless a court of competent jurisdiction enters a stay.

(f) Final Administrative Assessment; payment.

1. Unless the City Manager's order or the certificate of Final Administrative Assessment provides a later date, a Final Administrative Assessment is due and payable within thirty (30) calendar days after execution.
2. Unpaid Final Administrative Assessments will accrue interest after the payment deadline at the rate established for judgments under section 55.03, Florida Statutes, or such other rate as may be authorized by law.

(g) Municipal lien.

1. If a Final Administrative Assessment remains unpaid after the payment deadline, the City may record a claim of municipal lien in the public records of Bay County against the subject property. The lien shall attach upon recording and shall secure the unpaid Final Administrative Assessment, interest, recording costs, release costs, and other collection costs authorized by law.
2. The claim of municipal lien shall include the name of the owner, the address and parcel identification number of the subject property, the amount of the Final Administrative Assessment, the date of finality, the ordinance authority for the lien, and the address to which payment may be made. Failure to include a full legal description shall not affect the validity of the lien if the property is otherwise reasonably identified.
3. The lien shall be in favor of the City. The City may record an amended lien to correct clerical errors, add later-authorized costs, or update the payoff amount. Upon full payment, the City shall record a satisfaction or release of lien.

(h) Effect on issuance, renewal, transfer, suspension, or revocation of Certificate.

1. The City may deny, withhold, or delay issuance, renewal, transfer, or reinstatement of a Vacation Rental Certificate for the subject property until all amounts due under this Article for the subject property are paid in full.
2. A Vacation Rental Certificate that is not renewed in a timely manner expires or becomes invalid under Section 8-183 and the City's renewal procedures. The existence of a Delinquent Renewal Account, a pending hearing, a Final Administrative Assessment, or a lien does not extend the term of a Certificate or authorize rental activity.
3. Nothing in this section limits the City's authority to suspend or revoke a Vacation Rental Certificate or to pursue Chapter 25 enforcement or other remedies for violations of this Article.

(i) Transfer of property.

1. A Final Administrative Assessment or recorded lien under this section shall remain associated with the subject property notwithstanding sale, transfer, or change of ownership.
2. If ownership changes after a notice under subsection (e) is served, but before a Final Administrative Assessment is recorded as a lien, the City may proceed against the prior owner for amounts accrued during that owner's period of ownership. Before recording a lien against the subject property based on a Final Administrative Assessment entered after transfer, the City shall provide the new owner with notice and an opportunity to contest only those issues that affect the new owner's property interest, unless the new owner had actual notice or otherwise waived the right to contest.
3. A new owner who seeks a new Vacation Rental Certificate for the subject property must pay all recorded liens and all delinquent amounts that the City is authorized to require as a condition of issuance under this Article.

(j) Administrative authority; corrections; settlement.

The City Manager or designee may waive or reduce Delinquent Renewal Fees and costs when necessary to correct City error, duplicate billing, documented portal failure, declared emergency impacts, or other circumstances approved by the City Attorney as consistent with this section and the applicable fee resolution. Any waiver or reduction shall be documented in the file.

SECTION 3. CONFLICT WITH OTHER ORDINANCES OR CODES. All Ordinances or parts of Ordinances of the Code of Ordinances of Panama City Beach, Florida, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 4. SEVERABILITY. If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction, the other provisions of this ordinance shall remain in full force and effect.

SECTION 5. SCRIVENER'S ERRORS. It is the intention of the City, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of Panama City Beach, Florida, and to that end, the sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section" or "article" or other appropriate designation. Additionally, corrections of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Attorney without public hearing, by filing a corrected or recodified copy with the City Clerk.

SECTION 6. ORDINANCE TO BE LIBERALLY CONSTRUED. This ordinance shall be liberally construed to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 7. MODIFICATIONS. It is the intent of the City that the provisions of this ordinance may be modified because of considerations that may arise during a public hearing. Such modifications shall be incorporated into the final version of the ordinance adopted by the City.

SECTION 8. CODIFICATION. The appropriate officers and agents of the City are authorized and directed to codify, include, and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code of Ordinances, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 9. EFFECTIVE DATE. This Ordinance shall take effect immediately upon passage. The Delinquent Renewal Fee schedule authorized by this Ordinance shall apply to renewal applications due on or after October 1, 2026, unless the City Council establishes a different prospective date by resolution. Existing Vacation Rental Certificate fees remain in effect unless amended by resolution of the City Council. The City Manager or designee is authorized to prepare forms and administrative procedures necessary to implement this Ordinance before the first renewal deadline to which the Delinquent Renewal Fee schedule applies.

PASSED, APPROVED, and ADOPTED in regular session this _____ day of _____
2026.

CITY OF PANAMA CITY BEACH, FL

By: _____
Stuart Tettemer, Mayor

ATTEST:

Lynne Fasone, MMC, City Clerk

Posted on pcbfl.gov on the 14th day of July, 2026.

Posted on publicnoticesbaycountyfl.gov on the 10th day of July, 2026.

EXAMINED AND APPROVED by me this _____ day of _____, 202_.

Stuart Tettemer, Mayor

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published. This Business Impact Estimate may be revised following its initial posting.

Proposed ordinance's title/reference:

ORDINANCE NO. 1684

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES TO INCLUDE APARTMENTS WITHIN THE CITY'S VACATION RENTAL CERTIFICATE REQUIREMENT; CREATING SECTION 8-184 RELATED TO DELINQUENT VACATION RENTAL CERTIFICATE RENEWAL FEES, ADMINISTRATIVE ASSESSMENTS, AND LIENS; PROVIDING FOR PROCEDURES FOR NOTICE AND ADMINISTRATIVE HEARING PROCEDURES, AND METHODS OF COLLECTION; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

If no exemption applies, in accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This ordinance expands the City's vacation rental certificate requirements to include apartments and creates a separate administrative process for collecting delinquent vacation rental renewal fees, administrative costs, and related liens. It also clarifies that delinquent renewal fee collection is separate from Chapter 25 code enforcement, while preserving the City's ability to enforce actual vacation rental violations through Chapter 25.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

(a) Vacation rental owners/operators may incur delinquent renewal fees, administrative costs, and collection costs only if they fail to timely submit a complete renewal application or pay required renewal fees.

(b) The ordinance authorizes the City Council to adopt, by resolution, a progressive delinquent renewal fee schedule for late or incomplete vacation rental certificate renewals.

(c) The City may incur administrative costs for notice, processing, hearings, collections, recording, and lien administration; any delinquent renewal fees are intended to recover those regulatory and administrative costs, not to generate general revenue.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Unknown.

4. Additional information the governing body deems useful (if any):

None.



CONFIRMATION OF YOUR NOTICE

This is receipt that your notice will appear on the website of **Bay County Publications** in the format shown below. If changes are needed, please contact the county prior to deadline at **(850) 747-5100**.

Notice ID: QYQJ6RP7jNK5v6uCfUDz | **Last Updated: Jul. 10, 2026 at 09:04am CDT**
Notice Name: 2nd Reading Ord 1684

The screenshot displays the Bay County Publications website. On the left is a search sidebar with the Bay County logo, the text 'Powered by Column', a search bar, date filters for 03/27/2023 and 04/27/2023, a 'Notice Type' dropdown, and buttons for 'Reset', 'Get Alerts', and 'Search'. The main content area shows 'Showing 3 results' with a list of public notices. A modal window titled 'Public Notice' is open, showing details for a notice published in Bay County, Florida. It includes a 'Location' field and a 'Notice Text' field containing placeholder text. At the bottom of the modal are 'Share' and 'Copy Link' buttons.

See Proof on Next Page

NOTICE IS HEREBY GIVEN that the following ordinance shall be presented to the City Council of the City of Panama City Beach, Florida, for a public hearing and second reading at its regular meeting to be conducted at **9 A.M. on THURSDAY July 23, 2026**, or as soon thereafter as the matter may be heard, at City Hall located at 17007 Panama City Beach Parkway, Panama City Beach, Florida, to-wit,
ORDINANCE NO. 1684

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES TO INCLUDE APARTMENTS WITHIN THE CITY'S VACATION RENTAL CERTIFICATE REQUIREMENT; CREATING SECTION 8-184 RELATED TO DELINQUENT VACATION RENTAL CERTIFICATE RENEWAL FEES, ADMINISTRATIVE ASSESSMENTS, AND LIENS; PROVIDING FOR PROCEDURES FOR NOTICE AND ADMINISTRATIVE HEARING PROCEDURES, AND METHODS OF COLLECTION; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

This meeting will be held at City Hall. The live meeting will be live-streamed on www.pcbfl.gov. All persons wishing to be heard on the adoption of this Ordinance are invited to appear.

Any person requiring a special accommodation to participate in this meeting because of a disability or physical impairment should contact Lynne Fasone, the Panama City Beach City Clerk, Lynne.Fasone@pcbfl.gov or by phone at 850-233-5100 at least (5) calendar days prior to the meeting. If you are hearing or speech impaired, and you possess TDD equipment, you may contact the City Clerk using the Florida Dual Party Relay system which can be reached at (800) 955-8770 or (800) 955-8771 (TDD).

CITY OF PANAMA CITY BEACH, FL

BY: /s/ Lynne Fasone, City Clerk



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Erica Citrigno, Legal

2. MEETING DATE:

July 23, 2026

3. REQUESTED MOTION/ACTION:

Approve a revised Planning and Zoning Fees schedule which includes the addition of new Vacation Rental Certificate Reinstatement and Renewal Fees related to delinquent renewals.

**4. AGENDA: REGULAR AGENDA AND
DISCUSSION / ACTION ITEMS**

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Economic Development

Financial Health

**7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE
ACHIEVED?**

Ordinance No.1684 allows the City Council to adopt a fee schedule by resolution devoted to delinquent certificate renewals. As proposed, Ordinance No. 1684 would take effect immediately but the accrual of any late fees and enforcement actions would occur only after the upcoming renewal deadline of October 1, 2026. Multiple courtesy reminders will be sent to owners in advance of this deadline to aid in timely compliance. As proposed, there are escalating costs associated with late renewals corresponding to the additional administrative burden placed on the City for pursuing compliance.

Staff recommends approval.

[Res 26-141 Revised Planning and Zoning Fees Schedule.pdf](#)

[Exhibit A Planning and Zoning Fees.pdf](#)

RESOLUTION NO. 26-141

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE ADOPTION OF REVISED PLANNING AND ZONING FEES AND REPEALING ALL POLICIES OR RESOLUTIONS IN CONFLICT HEREWITH.

BE IT RESOLVED by the City Council of the City of Panama City Beach that the revised Planning and Zoning Fees Schedule, attached and incorporated as **Exhibit A** to this Resolution, is hereby adopted. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

THIS RESOLUTION shall be effective immediately upon passage. The delinquent Vacation Rental Certificate renewal and reinstatement fees in Exhibit A shall apply to renewal cycles with a due date on or after October 1, 2026.

PASSED in regular session this ____ day of July 2026.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

Lynne Fasone, MMC, City Clerk

Exhibit A to Res No 26-141***Planning and Zoning Fees**

REQUEST	FEE
Large Scale Plan Amendment	\$2100
Small Scale Plan Amendment	\$1500
Appeal	\$500
Variance	\$500
Annexation	\$800
Rezoning w/o Plan Amendment	\$900
PUD Master Plan	\$800
PUD Master Plan Amendment	\$800
PUD Final Development Plan	\$800
Development Order	\$800
Development Order Extensions	\$50
New DRI	\$3,000
DRI Substantial Deviation	\$1,000
Conditional Use	\$900
Conditional Use Amendment	\$500
Signs	\$25
Zoning Verification Letter	\$50
Development Agreement	See Note
Traditional Neighborhood Overlay District Master Plan	\$800
Traditional Neighborhood Overlay District Master Plan Amendment	\$800
Traditional Neighborhood Overlay District Final Development Plan	\$800
Traffic Study Review (Minor, 1st two revisions)	\$800
Traffic Study Review (Minor, each revision after 1st two)	\$300
Traffic Study Review (Major, 1st two revisions)	\$1000

Traffic Study Review (Major, each revision after 1st two)	\$400
Traffic Study Review (DRI, 1st two revisions)	\$1500
Traffic Study Review (DRI, each revision after the 1st two)	\$800
Creation of Overlay District	See Note
Subdivision Plat (2 lots only)	\$500
Subdivision Plat (3 or more lots)	\$900
Telecommunication Towers-Siting requests or colocations involving a height increase	\$900
Fences	\$25
Tree Removal/Land Clearing	\$50
Temporary Uses	\$50
Doggie Dining	\$50
Large Site Developments (only in FBO districts)	\$800
Single Family and Duplex Development	\$100
Accessory Structures	\$50
Additions to Single Family or Duplex Development	\$50
Vacation Rental Certificate and Initial Inspection Fee	\$250
Vacation Rental Certificate Renewal Fee	\$150
<u>Vacation Rental Certificate Reinstatement and Renewal Fee</u> <u>(1-30 days late)</u>	<u>\$175</u>
<u>Vacation Rental Certificate Reinstatement and Renewal Fee</u> <u>(31-60 days late)</u>	<u>\$200</u>
<u>Vacation Rental Certificate Reinstatement and Renewal Fee</u> <u>(61-90 days late)</u>	<u>\$250</u>
<u>Vacation Rental Certificate Reinstatement Fee</u> <u>(91 days or more late)</u>	<u>\$350</u>
Vacation Rental Re-Inspection Fee	\$75

Vacation Rental No-Show or Lock-Out Fee	\$100
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Notes: The fee for Development Agreement and Creation of Overlay District is equal to the wage/hour of staff working on the request plus any attorney's fees and will be established upon the City's rendering of the agreement or ordinance contemplated by the development request. A Vacation Rental Certificate not timely renewed expires immediately upon delinquency. The applicable Vacation Rental Certificate reinstatement fee is charged per Certificate per annual renewal cycle; lower late tiers are not stacked. The 1-30-, 31-60-, and 61–90-day reinstatement fees include the \$150 renewal fee plus the applicable late fee. The 91 days or more reinstatement fee includes the \$250 Vacation Rental Certificate and Initial Inspection Fee in lieu of the discounted renewal fee, plus a \$100 late fee.



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Erica Citrigno, Legal

2. MEETING DATE:

July 23, 2026

3. REQUESTED MOTION/ACTION:

Review and approve Ordinance No.1687 to progress to second reading/public hearing.

**4. AGENDA: REGULAR AGENDA AND
DISCUSSION / ACTION ITEMS**

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Quality of Life

Economic Development

**7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE
ACHIEVED?**

During the June 11 City Council meeting, Councilman Register requested that Staff place an item on a future agenda for Council discussion regarding the potential ban of data centers. At the Council's June 25 meeting, this item was discussed, and the Council unanimously directed Staff to draft legislation to amend the Land Development Code (LDC) to ban data centers and other large load customers. As a coastal resort community with limited land area, sensitive natural resources, flood-prone areas, coastal storm vulnerability, and a tourism based economy, data centers and other large load customers are not considered to be compatible with the City's public infrastructure.

[Ord No. 1687 Banning Data Center First Reading.pdf](#)

[BIE Ord No. 1687 Data Centers as Prohibited Land Uses.pdf](#)

ORDINANCE NO. 1687

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING SECTIONS 1.07.02 AND 2.03.00 OF THE CITY'S LAND DEVELOPMENT CODE ADDING DATA CENTERS AND LARGE LOAD CUSTOMERS AS PROHIBITED LAND USES; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, section 2(b) of the Florida Constitution and § 166.021, Fla. Stat., authorize the City to exercise broad municipal home rule powers for municipal purposes except as otherwise prohibited by law; and

WHEREAS, the City Council recognizes that Panama City Beach is a coastal resort community with limited land area, sensitive natural resources, flood-prone areas, coastal storm vulnerability, a tourism-based economy, and public infrastructure that must be carefully planned and protected; and

WHEREAS, in chapter 2026-65, Laws of Florida, the Legislature found that facilities with substantial electric or other utility demands, such as data centers and other large load customers, may present unique planning, infrastructure, and compatibility considerations, and directed that such considerations shall be addressed through local comprehensive planning and land development regulations adopted pursuant to chapter 163, Florida Statutes; and

WHEREAS, section 163.326(2), Florida Statutes, provides that local governments shall maintain the authority to exercise the powers and responsibilities for comprehensive planning and land development regulation granted by law with respect to large load customers, and further provides that a large load customer may not be considered an electric substation for the purposes of section 163.3208, Florida Statutes; and

WHEREAS, section 373.262(2), Florida Statutes, prohibits the issuance of a permit for the consumptive use of water to a large scale data center where the proposed use of water is prohibited by the applicable local government zoning regulations and comprehensive plan, thereby recognizing the authority of local governments to prohibit such uses through their land development regulations; and

WHEREAS, for local land-use purposes, the City Council finds that a Data Center with an anticipated monthly peak load of five megawatts or more at a Single Location constitutes a distinct, high-intensity land use in the City's geographic and infrastructure context; and

WHEREAS, the City Council finds that Large Data Centers may require significant electric-delivery infrastructure, cooling and water resources, backup generation, storm-resiliency measures, emergency-response planning, and compatibility mitigation; and

Ord. No. 1687 – First Reading
Page 1 of 6

WHEREAS, under section 2.03.00 C. of the Land Development Code, any land use that is not identified in Table 2.03.02 is prohibited unless it is determined to be substantially similar to a land use named in Table 2.03.02, and neither data centers nor large load customers are named in Table 2.03.02, so that such uses are not presently allowed uses of any property within the City; and

WHEREAS, the City Council finds it necessary to prohibit large scale data centers and large load customers in all zoning districts within the City to protect the public health, safety, and welfare and to conserve the City's natural resources and public infrastructure.

NOW, THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. From and after the effective date of this ordinance, section 1.07.02 of the Land Development Code of the City of Panama City Beach is hereby amended to add the following definitions in appropriate alphabetical order with all other provisions of Section 1.07.02 remaining unchanged (new text **bold and underlined**, deleted text ~~struck through~~):

Anticipated Monthly Peak Load: The reasonably expected electric load at full buildout and normal operation of all phases at a Single Location, calculated as the highest average load over a fifteen-minute interval. The anticipated load shall be determined from utility-service applications or agreements, sealed electrical plans, interconnection or transformer design, equipment specifications, or other competent evidence. Emergency standby generation that is not used for normal operations is not included.

Data Center: A facility that primarily contains electronic equipment used to process, store, and transmit digital information, which may be: (a) a free-standing structure; or (b) a facility within a larger structure which uses environmental control equipment to maintain the proper conditions for the operation of electronic equipment.

Large Load Customer: A customer as defined in section 366.043(2), Florida Statutes, as may be amended or renumbered from time to time.

Large Scale Data Center: A single location, with a Data Center on site, that has an Anticipated Monthly Peak Load of five (5) megawatts or more. The term does not include a load aggregated across multiple locations owned by the same customer or entity. The term includes all customers or other entities that have entered into a colocation or similar agreement at a single location that otherwise meets the anticipated monthly peak load provided in this definition. An electrical load at a single location may not be separated into multiple smaller connections in order to avoid classification as a Large Scale Data Center.

SECTION 2. From and after the effective date of this ordinance, section 2.03.00 of the Land Development Code of the City of Panama City Beach is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

2.03.00 LAND USES ALLOWED IN ZONING DISTRICTS

...

C. Any **Land Use** that is not identified in Table 2.03.02 is prohibited unless it is substantially similar to a **Land Use** named in Table 2.03.02. A determination regarding substantial similarity of such a **Land Use** shall be made as follows:

1. A requested **Use** shall be considered substantially similar when the characteristics of the requested **Use** are equivalent in type, intensity, degree or impact when compared to a **Use** named in Table 2.03.02. Such characteristics include, but are not limited to:
 - (a) Trip generation rates;
 - (b) Typical hours of operation;
 - (c) Types of traffic associated with the **Use** (such as trucks or delivery
 - (d) **Vehicles**, automobiles, **Recreational Vehicles** or other **Vehicles**);
 - (e) Features of the **Use** that generate noise, odor, electromagnetic interference or vibration;
 - (f) Type and extent of parking, including whether parking areas are lighted;
 - (g) Use of loudspeakers; and
 - (h) Use of outdoor storage.
2. The **City Manager** or designee shall make a written administrative interpretation as to the substantial similarity of a requested **Use** that is not named in Table 2.03.02.
3. Upon the entry of an administrative interpretation finding that the requested **Use** is substantially similar to a **Use** named in Table 2.03.02, the former **Use** shall be deemed named in Table 2.03.02 together with the latter.
4. No Land Use listed in Section 2.03.00 D. shall be determined to be substantially similar to any Land Use named in Table 2.03.02, and no administrative interpretation may be issued finding any Land Use listed in Section 2.03.00 D. to be substantially similar to any Land Use named in Table 2.03.02.

D. The following **Land Uses** are prohibited in every zoning district:

1. **Junk Yards** and **Salvage Yards**;
2. Landfills other than land clearing debris and construction debris landfills; ~~and~~
3. **Motor Scooter Rentals**;

4. Large Scale Data Centers; and

5. Large Load Customers.

SECTION 3. SAVINGS; VESTED RIGHTS; RELIEF.

A. Savings. The amendments made by this ordinance do not apply to:

(1) Any Data Center, Large Scale Data Center, or Large Load Customer facility lawfully existing and operating within the City on the effective date of this ordinance, provided that no material expansion of the facility is proposed or undertaken. Any such facility shall be deemed a lawful nonconforming use and shall be governed by the provisions of the Land Development Code applicable to nonconforming uses;

(2) Routine maintenance, repair, or in-kind replacement that does not materially increase electrical demand, water demand, building square footage, or operational intensity;

(3) Development expressly authorized by a development order or development permit issued by the City, or by a development agreement entered into pursuant to sections 163.3220 through 163.3243, Florida Statutes, in effect on the effective date of this ordinance, to the extent of and for the duration of such authorization; or

(4) Any application for a development approval that was submitted to the City and determined by the City to be complete before the effective date of this ordinance.

B. Vested Rights Determination.

(1) Any person claiming a vested right to develop or operate a use prohibited by this ordinance may submit a written vested rights determination request to the City Manager, with a copy to the City Attorney.

(2) The applicant bears the burden of demonstrating by competent substantial evidence each of the following: (a) good faith reliance upon an act or omission of the City; (b) a substantial change in position or the incurrence of substantial obligations or expenses in reliance thereon; and (c) that it would be highly inequitable or unjust to destroy the rights so acquired. Vested rights shall be determined by applying the principles of equitable estoppel or substantive due process under the common law or the statutes of this state.

(3) The City Manager shall issue a written determination within forty-five (45) days after receipt of a complete request. The applicant may appeal the determination to the City Council within thirty (30) days after its issuance. The City Council shall consider the appeal at a quasi-judicial public hearing and shall grant, grant with conditions, or deny the requested determination based upon competent substantial evidence.

C. Relief. Upon written application, and after a quasi-judicial public hearing, the City Council may grant relief from the strict application of this ordinance to particular real property upon a demonstration by competent substantial evidence that such application would: (1) deny all economically beneficial or productive use of the property; (2) inordinately burden an existing use of

Ord. No. 1687 – First Reading

Page 4 of 6

the property or a vested right to a specific use of the property within the meaning of section 70.001, Florida Statutes; or (3) otherwise be unconstitutional as applied to the property. Any relief granted shall be the minimum relief necessary to avoid the condition found and may be made subject to conditions.

D. Definitions. As used in this section, “development approval” includes a comprehensive plan amendment, rezoning, site plan approval, development agreement, building permit, development order, concurrency approval, utility allocation approval, or any other official action of the City authorizing development activity; and the term “complete application” means an application for a development approval submitted in final form and determined complete by the City pursuant to applicable City regulations, including submission of all required studies, analyses, fees, and supporting documentation.

SECTION 4. CONFLICT WITH OTHER ORDINANCES OR CODES. All Ordinances or parts of Ordinances of the Code of Ordinances of Panama City Beach, Florida, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 5. SEVERABILITY. If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction, the other provisions of this ordinance shall remain in full force and effect.

SECTION 6. SCRIVENER’S ERRORS. It is the intention of the City, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of Panama City Beach, Florida, and to that end, the sections of this ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section” or “article” or other appropriate designation. Additionally, corrections of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Attorney without public hearing, by filing a corrected or recodified copy with the City Clerk.

SECTION 7. ORDINANCE TO BE LIBERALLY CONSTRUED. This ordinance shall be liberally construed to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 8. MODIFICATIONS. It is the intent of the City that the provisions of this ordinance may be modified because of considerations that may arise during a public hearing. Such modifications shall be incorporated into the final version of the ordinance adopted by the City.

SECTION 9. CODIFICATION. The appropriate officers and agents of the City are authorized and directed to codify, include, and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code of Ordinances, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 10. EFFECTIVE DATE. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED, and ADOPTED in regular session this ____ day of _____
2026.

CITY OF PANAMA CITY BEACH, FL

By: _____
Stuart Tettemer, Mayor

ATTEST:

Lynne Fasone, MMC, City Clerk

Posted on pcbfl.gov on the ____ day of _____ 2026.

Posted on publicnoticesbaycountyfl.gov on the ____ day of _____ 2026.

EXAMINED AND APPROVED by me this _____ day of _____ 2026.

Stuart Tettemer, Mayor

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published. This Business Impact Estimate may be revised following its initial posting.

Proposed ordinance's title/reference:

ORDINANCE NO. 1687

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING SECTIONS 1.07.02 AND 2.03.00 OF THE CITY'S LAND DEVELOPMENT CODE ADDING DATA CENTERS AND LARGE LOAD CUSTOMERS AS PROHIBITED LAND USES; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

If no exemption applies, in accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

Ordinance No. 1687 proposes to add Data Centers and Large Load Customers as defined in Chapter 206-65, Laws of Florida, as prohibited land uses in the City's Land Development Code.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

(a)None. (b) None. (c) None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The approximate number is not known.

4. Additional information the governing body deems useful (if any):



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Erica Citrigno, Legal

2. MEETING DATE:

July 23, 2026

3. REQUESTED MOTION/ACTION:

Review and approve Ordinance No.1686 to progress to second reading / public hearing.

4. AGENDA: REGULAR AGENDA AND DISCUSSION / ACTION ITEMS

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Public Safety
Transportation

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

During the June 25 meeting, Council directed Staff to prepare draft legislation based on Mayor Tettemer's memorandum. Council further directed that the draft include a provision prohibiting the operation of e-bikes on sidewalks where dedicated bicycle facilities, including bicycle lanes and multimodal lanes, are available.

Electric bicycles have become a common mode of transportation within the City, but Chapter 22 of the Code does not currently define or regulate them. Meanwhile, the City's Community Redevelopment Area improvements along Front Beach Road include multimodal lanes built to separate bicycles, e-bikes, and similar devices from pedestrian and vehicular traffic. Sections 316.008, 316.20655, and 316.2128, Florida Statutes, expressly reserve to municipalities the authority to regulate the operation of electric bicycles and micromobility devices on streets, sidewalks, and sidewalk areas.

Ordinance No. 1686 amends section 22-05 to add state-law definitions for electric bicycles (Classes 1 through 3), micromobility devices, multimodal lanes, and sidewalks, and updates the motorized scooter definition. It creates section 22-6, which prohibits operating a Class 3 e-bike on any sidewalk; prohibits operating a Class 1 or Class 2 e-bike on a Front Beach Road sidewalk where a marked multimodal lane is open; limits sidewalk speeds for these devices to ten miles per hour; and prohibits operating an e-bike modified beyond the statutory definition.

[Ord No. 1686 E-Bike Regulations First Reading.pdf](#)
[BIE Ord.1686 E-Bikes.pdf](#)

ORDINANCE NO. 1686

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING SECTION 22-05 AND CREATING SECTION 22-6 OF THE CITY'S CODE TO INCLUDE DEFINITIONS, REGULATIONS, AND PROHIBITIONS RELATED TO MICROMOBILITY DEVICES, INCLUDING ELECTRIC BICYCLES; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, electric bicycles, or e-bikes, are an increasingly popular mode of transportation; and

WHEREAS, the City finds that reasonable regulations are necessary to promote the safe operation of e-bikes and to reduce conflicts among e-bike operators, pedestrians, motorists, and other users of the public rights-of-way; and

WHEREAS, the City may exercise its right under Florida Statutes, sections 316.20655 and 316.2128, and adopt an ordinance governing the operation of micromobility devices, specifically e-bikes, on streets, sidewalks, and sidewalk areas under its jurisdiction; and

WHEREAS, the City has constructed and continues to construct Community Redevelopment Area improvements along portions of Front Beach Road that include multimodal lanes intended to separate bicycle, electric bicycle, micromobility, vehicular, and pedestrian traffic; and

WHEREAS, the City desires to adopt reasonable regulations governing electric bicycles of all classes and to restrict their use on the sidewalks of Front Beach Road where a multimodal lane is available.

NOW, THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. From and after the effective date of this ordinance, Chapter 22, Article I, section 22-05 of the City's Code of Ordinances is amended to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

Chapter 22 - TRAFFIC AND MOTOR VEHICLES

Sec. 22-05. Definitions.

Definitions. The following words, terms or phrases, when used in this Chapter 22, shall have the meanings respectively ascribed to them:

Amusement vehicle shall mean a motorcycle, moped, motor scooter, motorized scooter, low speed street vehicle, golf cart, dune or swamp buggy, go-cart, megacycle, or other vehicle rented or leased to customers which

Ord. No. 1686 – First Reading
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provides locomotion not capable of propelling the vehicle of a speed greater than 45 miles per hour on a street or highway, but not including bicycles.

Bicycles shall mean every vehicle propelled solely by human power, ~~and every motorized bicycle propelled by a combination of human power and an electric helper motor capable of propelling the vehicle at a speed of not more than twenty (20) miles per hour on level ground upon which any person may ride,~~ having two tandem wheels, and including any device generally recognized as a bicycle though equipped with two front or two rear wheels. The term does not include such a vehicle with a seat height of no more than twenty-five (25) inches from the ground when the seat is adjusted to its highest position or a scooter or similar device.

Electric bicycle or e-bike shall mean a bicycle or tricycle equipped with fully operable pedals, a seat or saddle for the use of the rider, and an electric motor of less than 750 watts which meets the requirements of one of the following three classifications, pursuant to section 316.003(23), Florida Statutes, as amended:

- (a) "Class 1 electric bicycle" means an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the electric bicycle reaches the speed of 20 miles per hour.**
- (b) "Class 2 electric bicycle" means an electric bicycle equipped with a motor that may be used exclusively to propel the electric bicycle and that ceases to provide assistance when the electric bicycle reaches the speed of 20 miles per hour.**
- (c) "Class 3 electric bicycle" means an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the electric bicycle reaches the speed of 28 miles per hour.**

Electric personal assistive mobility device shall have the same meaning as provided in section 316.003(24), Florida Statutes, as amended.

For purposes of any provision of the City's Code of Ordinances or the Land Development Code governing Motor Scooter Rentals, an electric bicycle of any class is a Motor Scooter.

Emergency vehicles shall include, but not be limited to, law enforcement, firefighting, rescue squad, ambulance, or other emergency vehicles which are marked as such.

Fire and safety lane shall mean a fire apparatus or emergency vehicle access way to or beside a commercial building, having an all-weather driving surface of not less than ten (10) feet of unobstructed width and required by governmental authority.

Golf cart shall mean a motor vehicle designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 miles per hour. A low-speed vehicle modified pursuant to section 319.14(10)(a), Florida Statutes, **as amended**, shall be considered a golf cart for the purpose of this section once proof of compliance is presented to the City.

Low-speed vehicle shall mean any four-wheeled vehicles whose top speed is greater than 20 miles per hour but not greater than 25 miles per hour, but shall not include golf carts or motor scooters. Low-speed vehicles must comply with the safety standards enumerated in **49** C.F.R. s. 571.500 and section 316.2122, Florida Statutes, **as amended**.

Marked fire and safety lane shall mean a fire and safety lane marked by a pavement stripe and posted at intervals of fifty feet (50') or less by signs which state: "Fire and Safety Lane. Parking of motor vehicles prohibited at all times."

Micromobility device shall have the same meaning as provided in section 316.003(41), Florida Statutes, as amended, which includes motorized scooters, electric bicycles, and similar devices permitted under state law. The term does not include a bicycle propelled solely by human power, a wheelchair, or other mobility aid used by a person with a disability.

Moped shall mean any vehicle with pedals to permit propulsion by human power, having a seat or saddle for the use of the rider and designed to travel on not more than three (3) wheels; with a motor rated not in excess of two (2) brake horsepower and not capable of propelling the vehicle at a speed greater than thirty (30) miles per hour on level ground; and with a power-drive system that functions directly or automatically without clutching or shifting gears by the operator after the drive system is engaged. If an internal combustion engine is used, the displacement may not exceed fifty (50) cubic centimeters.

Motor scooter or scooter shall mean a motorcycle or two or three or four wheeled vehicle powered by a motor with a displacement of fifty (50) cubic centimeters or less or is rated not in excess of two (2) brake horsepower and which is not capable of propelling such motor scooter at a speed greater than thirty (30) miles per hour on level ground, and shall include a moped as defined in this section and any other two or three wheeled, self-propelled vehicle for which state law does not require proof of financial responsibility (see FS Chapter 324 (2013)).

Motorized scooter shall mean any vehicle or micromobility device that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels, and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground, pursuant to 316.003(48), Florida Statutes, as amended. The term does not include a wheelchair or other mobility aid used by a person with a disability. shall mean any vehicle not having a seat or saddle for the use of the rider, designed to travel on not more than three (3) wheels, and not capable of propelling the vehicle at a speed greater than thirty (30) miles per hour on level ground.

Motor vehicle shall mean any self-propelled vehicle not operated upon rails or guideway, but not including any bicycle, motorized scooter, electric personal assistive mobility device, or moped.

Multimodal lane shall mean a marked lane within or adjacent to a public right-of-way that is designated for use by multiple modes of transportation, including bicycles, electric bicycles, micromobility devices, low-speed vehicles, transit vehicles, trams, shuttles, buses, or other vehicles authorized by the City.

Private property shall mean any real property within the city which is privately owned and which is not public property.

Public property shall mean any street or highway which shall include the entire width between the boundary lines of every way publicly maintained for the purposes of vehicular travel and shall also mean any other publicly owned property or facility.

Registered owner shall mean the person or entity that is registered by state law as the title holder of a motor vehicle on the date that a violation of this section occurs.

Sidewalk shall mean that portion of a right-of-way between the curbline, or the lateral line, of a roadway and the adjacent property lines, intended for use by pedestrians.

Stop, stand or park shall mean any stopping, standing or parking of a vehicle, whether occupied or not, other than momentarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control sign or signal.

Vehicle shall mean every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, excepting devices used exclusively upon stationary rails or tracks.

SECTION 2. From and after the effective date of this ordinance, Chapter 22, Article I, section 22-6 of the City's Code of Ordinances is created to read as follows (new text **bold and underlined**, deleted text ~~struck through~~):

Sec. 22-6. Micromobility Devices

This section applies to micromobility devices operated on streets, sidewalks, bicycle paths, trails and multimodal lanes under the jurisdiction of the City and subject to penalties per section 22-5. This section is not intended to conflict with state law but to supplement it with reasonable local regulations permitted by sections 316.2128 and 316.20655, Florida Statutes.

(a) Prohibitions:

(1) No person shall operate a Class 3 electric bicycle on any sidewalk.

(2) No person shall operate a Class 1 or Class 2 electric bicycle on any sidewalk adjacent to Front Beach Road where a marked multimodal lane is open for public use along that portion of Front Beach Road.

(3) No person shall operate a micromobility device on any sidewalk at a speed greater than ten (10) miles per hour.

(4) No person shall operate on any public street, sidewalk, bicycle path, trail or multimodal lane any electric bicycle that has been modified so that it no longer meets the definition of an electric bicycle under Florida law. An electric bicycle propelled by motor assistance at a speed greater than twenty-eight (28) miles per hour shall be presumed to have been modified in violation of this subsection.

(b) Speed modifications: A Class 1 or Class 2 electric bicycle modified to increase its maximum assisted speed shall be treated as a Class 3 electric bicycle, unless the modification causes the vehicle to exceed the statutory definition of an electric bicycle.

(c) Other regulations preserved: This section regulates only operations and does not modify, waive, or supersede any Land Development Code or City Code provision governing the rental, leasing, sale, delivery, or commercial use of micromobility devices or similar devices. The provision, rental, hire, or delivery of an electric bicycle of any class for valuable consideration, or the solicitation of that service, constitutes a Motor Scooter Rental within the meaning of the Land Development Code and remains prohibited in every zoning district under section 2.03.01.D.3 of the Land Development Code.

SECTION 3. CONFLICT WITH OTHER ORDINANCES OR CODES. All Ordinances or parts of Ordinances of the Code of Ordinances of Panama City Beach, Florida, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 4. SEVERABILITY. If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction, the other provisions of this ordinance shall remain in full force and effect.

SECTION 5. SCRIVENER'S ERRORS. It is the intention of the City, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of Panama City Beach, Florida, and to that end, the sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section" or "article" or other appropriate designation. Additionally, corrections of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Attorney without public hearing, by filing a corrected or recodified copy with the City Clerk.

SECTION 6. ORDINANCE TO BE LIBERALLY CONSTRUED. This ordinance shall be

liberally construed to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 7. MODIFICATIONS. It is the intent of the City that the provisions of this ordinance may be modified because of considerations that may arise during a public hearing. Such modifications shall be incorporated into the final version of the ordinance adopted by the City.

SECTION 8. CODIFICATION. The appropriate officers and agents of the City are authorized and directed to codify, include, and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code of Ordinances, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 9. EFFECTIVE DATE. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED, and ADOPTED in regular session this ____ day of 2026.

CITY OF PANAMA CITY BEACH, FL

By: _____
Stuart Tettemer, Mayor

ATTEST:

Lynne Fasone, MMC, City Clerk

Posted on pcbfl.gov on the ____ day of _____ 2026.

Posted on publicnoticesbaycountyfl.gov on the ____ day of _____ 2026.

EXAMINED AND APPROVED by me this _____ day of _____ 2026.

Stuart Tettemer, Mayor

Ord. No. 1686 – First Reading
Page 5 of 5

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published. This Business Impact Estimate may be revised following its initial posting.

Proposed ordinance's title/reference:

ORDINANCE NO. 1686

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING SECTION 22-05 AND CREATING SECTION 22-6 OF THE CITY'S CODE TO INCLUDE DEFINITIONS, REGULATIONS, AND PROHIBITIONS RELATED TO MICROMOBILITY DEVICES, INCLUDING ELECTRIC BICYCLES; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

If no exemption applies, in accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

Ordinance No. 1686 proposes to add definitions, reasonable regulations and prohibitions to the City's Code related to micromobility devices, specifically electric bicycles, or e-bikes, for the safety of e-bike operators and pedestrians.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

(a)None. (b) None. (c) None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None.

4. Additional information the governing body deems useful (if any):



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Erica Citrigno, Legal

2. MEETING DATE:

July 23, 2026

3. REQUESTED MOTION/ACTION:

At the request of the State of Florida Department of Environmental Protection, adopt this Resolution setting forth the City's interest in the Lullwater Lake Basin ("Basin") and its historic and continuing maintenance of it, in support of the City's certifications and of the Department's right to access and inspect the project area; said project to restore water quality within the Basin.

4. AGENDA: REGULAR AGENDA AND DISCUSSION / ACTION ITEMS**5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Quality of Life

Attractive Community

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The State has awarded the City a \$3,000,000.00 grant to restore water quality in the Lullwater Lake Basin: Lullwater, Palm, Star, Gulfview, and Seahorse Lakes. The work includes removing nuisance vegetation, dredging accumulated muck, and improving the flow of water between the lakes. Before the Department of Environmental Protection will issue the required environmental permit, it has asked the City Council to adopt a resolution documenting the City's interest in the lakes and its long history of maintaining them.

The resolution does three things. It finds that the City has maintained and controlled the lakes at public expense, as part of its stormwater system, for more than sixty years. It commits the City to continue that maintenance, including the restored improvements. And it allows Department staff to enter and inspect the project area during permitting and construction.

Staff recommends approval.

[Res No. 26-142 Lullwater Lake.pdf](#)

RESOLUTION NO. 26-142

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, MAKING FINDINGS CONCERNING THE CITY'S HISTORIC, CONTINUOUS MAINTENANCE OF LULLWATER LAKE AND THE INTERCONNECTED LAKES OF THE LULLWATER LAKE BASIN AS COMPONENTS OF THE CITY'S MUNICIPAL STORMWATER MANAGEMENT SYSTEM; AFFIRMING THE CITY'S COMMITMENT TO THE CONTINUED OPERATION, MAINTENANCE, AND RESTORATION OF THE BASIN; AND AUTHORIZING THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO ENTER, INSPECT, AND SAMPLE THE PROJECT LANDS AND WATERS FOR PERMITTING PURPOSES.

WHEREAS, the City of Panama City Beach, Florida (the "City") is a duly organized Florida municipal corporation exercising the broad home rule powers conferred by Article VIII, section 2(b) of the Florida Constitution and section 166.021, Florida Statutes, including the power to provide, operate, and maintain public works, drainage, and stormwater management systems under chapter 180, Florida Statutes, and section 403.0893, Florida Statutes; and

WHEREAS, the interconnected waters known as the Lullwater Lake Basin, including Lullwater Lake, Palm Lake, Star Lake, Gulfview Lake, and Seahorse Lake (the "Basin"), together with the adjoining lands shown as "Park" and "Boat Launching Area" on the plat of Diamond Head Section of Lakeside By The Gulf, Plat Book 9, Page 88, Public Records of Bay County, Florida, which plat is referenced in this Resolution solely to identify and describe the lands and waters concerned, lie entirely within the corporate limits of the City; and

WHEREAS, the waters of the Basin receive, convey, store, and treat stormwater from the surrounding developed areas of the City and function, and for decades have functioned, as integral components of the City's municipal stormwater management system, and they further serve the public as sites of recreation and access to the water; and

WHEREAS, the record fee owner of the lands beneath and adjoining the Basin, Hearn & Curran, Inc., a Florida corporation, was voluntarily dissolved on July 16, 1982, has held no active corporate existence for more than four decades, and has no known successor in interest; the associated parcels (Bay County Tax Parcels 32827-000-001 and 32827-000-002) have for decades been carried on the county tax roll at no taxable value with no ad valorem taxes assessed or due; and no person or entity has, at any time relevant to this Resolution, asserted ownership, possession, or control of the Basin adverse to the City; and

WHEREAS, the City has, for a period far exceeding twenty years, openly, notoriously, continuously, and at public expense maintained, operated, and controlled the lands and waters of the Basin, including maintenance of drainage function and hydraulic connectivity, management of aquatic and shoreline vegetation, regulation and

preservation of public access, and incorporation of the Basin into the planning, operation, and funding of the City's stormwater management program; and

WHEREAS, the State of Florida Department of Environmental Protection (the "Department") and the City have entered into Standard Grant Agreement No. LPA0609, providing \$3,000,000.00 in state funding for the project titled "Panama City Beach Restoration of Water Quality in Lullwater Lake Basin" (the "Project"), consisting of enhanced water quality monitoring, aquatic vegetation removal, muck dredging, and construction of an enhanced hydraulic connectivity system among the lakes of the Basin; and

WHEREAS, the Department has requested that the City Council adopt a resolution setting forth the City's interest in the Basin and its historic and continuing maintenance of it, in support of the City's certifications and of the Department's right to access and inspect the Project area; and

WHEREAS, the City Council finds that adoption of this Resolution serves the health, safety, and welfare of the residents and visitors of the City by advancing the restoration of water quality in the Lullwater Lake Basin.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, FLORIDA, THAT:

Section 1. Recitals Adopted. The foregoing recitals are true and correct, are adopted as the legislative findings of the City Council and are incorporated into this Resolution.

Section 2. Declaration of Interest and Control. The City Council declares and confirms that the lands and waters of the Lullwater Lake Basin are, and for decades have been, maintained, operated, and controlled by the City as integral components of the City's municipal stormwater management system; that the City's open, notorious, continuous, maintenance, operation, and control of the Basin, at public expense for a period far exceeding twenty years, vests in the City possessory rights in the Basin for drainage, stormwater management, recreation, and related public purposes; and that the City accordingly possesses sufficient real property interest in, and control over, the lands and waters of the Basin to perform, operate, and maintain the activities described in the Project and in the City's permit application.

Section 3. Commitment to Continued Maintenance and Operation. The City affirms its commitment to continue to operate and maintain the lands and waters of the Basin, including the works, activities, and systems authorized by any permit issued for the Project, at the City's expense and for the benefit of the public, in accordance with the terms of that permit and applicable law.

Section 4. Authorization of Department Access and Inspection. The City authorizes the staff, agents, and personnel of the Department, upon advance notice and with proper identification, to enter, access, inspect, and sample the lands and waters of the Project area as many times as may be necessary for the review of the City's permit

application and, if a permit is granted, to determine compliance with permit conditions and permitted plans and specifications.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this _____ day of July 2026.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

Lynne Fasone, MMC, City Clerk



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Carrie Jagers, Public Works

2. MEETING DATE:

July 23, 2026

3. REQUESTED MOTION/ACTION:

Approve an Agreement with BGN Contractors for the retrofit and hardening of the Public Works Building at 200 N. Gulf Blvd. in the total amount of \$1,700,000.00, and authorize the execution of qualifying change orders in a total amount not to exceed \$170,000.00.

**4. AGENDA: REGULAR AGENDA AND
DISCUSSION / ACTION ITEMS**

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Public Safety

Financial Health

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Staff advertised a Request for Proposals ("RFP") on June 2, 2026, for the retrofit and hardening of the Public Works Building located at 200 N. Gulf Boulevard. The project will strengthen the building to meet FEMA P-361 safe room standards, providing near-absolute protection for emergency responders during and after severe storm events. The project also includes installing a generator to support operations when power is unavailable.

The RFP was advertised on the City's website, DemandStar, and the Bay County Public Notice website. DemandStar distributed the solicitation to 474 subscribers, and 10 firms obtained the proposal documents. Proposals were opened on July 2, 2026. Three (3) proposals were received, two (2) of which were determined to be responsive. The responsive submittals were forwarded to an evaluation committee selected by the City Manager.

The evaluation committee met publicly on July 8, 2026, to review and score the proposals. The firms were ranked as follows:

1. BGN Contractors – 95.67 points - \$1,700,000.00
2. H.A. Contracting – 82.96 points - \$1,994,000.00

Based on the evaluation results, the committee recommends awarding the agreement to BGN Contractors. A copy of the final scoring sheet is attached for review.

This project is partially funded through a grant from the Federal Emergency Management Agency ("FEMA") Hazard Mitigation Grant Program ("HMGP") under Agreement No. H1184. The City may receive reimbursement for eligible project costs through this grant in the maximum amount of \$661,453.45.

[Res 26-143 Public Works Hardening.pdf](#)
[BGN_Safe_Room_Agreement Exh A.pdf](#)
[PCB26-31 Bid Tabulation.pdf](#)
[PCB 26-31 OVERALL EVAL Scoring Sheet - Public Works Safe Room and Generator.pdf](#)
[25-17_PW_Safe_Room_072326.pdf](#)

RESOLUTION NO. 26-143

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH BGN CONTRACTORS FOR THE RETROFIT AND HARDENING OF THE PUBLIC WORKS BUILDING LOCATED AT 200 N. GULF BOULEVARD IN THE TOTAL AMOUNT OF \$1,700,000.00; AND AUTHORIZING THE EXECUTION OF QUALIFYING CHANGE ORDERS IN A TOTAL AMOUNT NOT TO EXCEED \$170,000.00.

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

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and Gage Golden Construction, LLC, d/b/a BGN Contractors, for the retrofit and hardening of the Public Works building located at 200 N. Gulf Boulevard in the total amount of One Million Seven Hundred Thousand Dollars and No Cents (\$1,700,000.00), in substantially the form attached as **Exhibit A** and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.
2. The City Manager is authorized to execute and deliver on behalf of the City change orders related to this Project in a total amount not to exceed One Hundred Seventy Thousand Dollars and No Cents (\$170,000.00), equal to 10% of the construction cost based on the awarded contract, provided that the City's Project Manager verifies that a change order does not result in a fundamental change to the scope of the project or standard of materials used for such, the Finance Director confirms the Base Bid amount above plus the contingency amount set forth herein is not exceeded, and the City Attorney has reviewed the form of the change order.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this _____ day of July 2026.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

Lynne Fasone, MMC, City Clerk

SECTION 00050

AGREEMENT

THIS AGREEMENT is made by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "City") and GAGE GOLDEN CONSTRUCTION, LLC DBA BGN CONTRACTORS doing business as a LLC (an individual), or (a partnership), or (a corporation), having a business address of 25 W Oak Ave, Panama City, Florida 32401 (hereinafter called "CONTRACTOR"), for the performance of the Work (as that terms is defined below) in connection with the construction of the **PUBLIC WORKS SAFE ROOM AND GENERATOR** ("Project"), to be located at Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by Clemons, Rutherford & Associates, Inc., the Engineer of Record (hereinafter called "Engineer") and all other Contract Documents hereafter specified, including as more particularly described Bid number PCB26-31 ("the Bid/Solicitation"). City and CONTRACTOR, for the consideration herein set forth, agree as follows:

PREMISES

1. SCOPE OF WORK

The CONTRACTOR shall furnish, at its sole expense, all supervision, labor, equipment, tools, material, and supplies to properly and efficiently perform all of the work required under the Contract Documents and shall be solely responsible for the payment of all taxes, permits and license fees, labor fringe benefits, insurance and bond premiums, and all other expenses and costs required to complete such work in accordance with this Agreement (collectively the "Work"). CONTRACTOR'S employees and personnel shall be qualified and experienced to perform the portions of the Work to which they have been assigned. CONTRACTOR shall perform all work in a timely and professional manner in accordance with the requirements of the contract documents. CONTRACTOR acknowledges that the City is relying on CONTRACTOR'S representations of its experience and capability to perform such services/goods in accordance with industry standards of care and all contract requirements. In performing the Work hereunder, CONTRACTOR shall be an independent contractor, maintaining control over and having sole responsibility for CONTRACTOR'S employees and other personnel. Neither CONTRACTOR, nor any of CONTRACTOR'S sub-contractors or sub-subcontractors, if any, nor any of their respective employees or personnel, shall be deemed servants, employees, or agents of OWNER.

2. COMPENSATION

As compensation for the services contemplated herein and performance rendered by the CONTRACTOR of its duties and obligations hereunder, City shall pay CONTRACTOR according to the bid prices submitted in response to the Bid, upon the successful completion and inspection as the same may be finally determined by the City Manager or his designee(s). The City Manager or his designee may voluntarily divide payment of the bid price into phases depending on milestones of completion.

Unless expressly stated otherwise, all prices are inclusive of all costs of performing the work (including but not limited to labor, materials, equipment use, travel, shipping, overhead, and profit). The City's obligation to pay is contingent upon appropriation of funds for the applicable

PCB26-31 ITB – PUBLIC WORKS SAFE ROOM AND GENERATOR

fiscal year and the CONTRACTOR'S complete performance of the work (or specified milestones, if any).

CONTRACTOR is responsible for paying all applicable sales, consumer, use, and other taxes required by law, and such taxes are deemed included in the contract prices unless stated otherwise. CONTRACTOR'S bid pricing is incorporated herein as part of the contract documentation for payment purposes. No additional compensation shall be due for any work or materials that are reasonably inferable from the expressly described scope of work.

3. PAYMENT

Invoicing: CONTRACTOR shall submit invoices to:

If third-party Project Engineer or Project Architect:

Name:

Address:

Email:

If no third-party Project Engineer or Project Architect:

City Employee: Marcie Douglas

Address: 17005 Panama City Beach Parkway, Panama City Beach, Florida 32413

Email: Marcie.douglas@pcbfl.gov

Invoices must reference the Solicitation/Contract number. Each invoice shall be itemized and include sufficient detail (such as dates of service, description of goods/services, quantities, unit prices, and extended totals) to permit verification by the City. If the contract is deliverables-based or has payment milestones, CONTRACTOR shall invoice only upon City's acceptance of the deliverable or completion of the milestone. No additional charges of any kind will be allowed unless specifically provided for in this Agreement. For example, freight, fuel surcharges, handling fees, or travel costs are not separately payable unless explicitly itemized in the contract compensation terms. Likewise, sales taxes are included in the contract price unless the City provides a sales tax exemption certificate for certain purchases (the City is tax-exempt for direct purchases of goods, but CONTRACTOR is responsible for its own sales/use tax on materials unless utilizing City's direct purchase program if offered).

Payment Method: The City will make payment for approved invoices via ACH (Automated Clearing House) transfer or virtual credit card. The City will not issue traditional paper checks unless otherwise agreed. CONTRACTOR must provide the necessary information for ACH payments or accept the City's virtual card program. The City is not responsible for any fees CONTRACTOR may incur from its bank or card processor for receiving payment. CONTRACTOR agrees that no additional convenience or processing fees shall be added to City's invoices for utilizing the City's electronic payment methods.

4. TERM

This Agreement shall commence upon complete execution by the parties and continue through CONTRACTOR'S final completion of the work and the City's acceptance, plus any warranty periods, unless earlier terminated as provided in the Contract Documents. Any specific dates or timeframes for completion described in the Solicitation or CONTRACTOR'S

proposal (such as a “Substantial Completion” or final completion date) are incorporated as milestones. Time is of the essence in this Agreement. CONTRACTOR shall commence work promptly upon the effective date or City’s notice to proceed (if applicable) and shall achieve any stated completion dates.

In accordance with Florida law, the City’s performance and obligation to pay under this Agreement is contingent upon an appropriation of funds by the City Council. If funds are not appropriated or are withdrawn, the City may terminate the Agreement without penalty or further obligation.

5. TIME

Time is of the essence in this Agreement. The CONTRACTOR will commence the Work required by the Contract Documents on the date indicated on the NOTICE TO PROCEED as issued by OWNER. Under no circumstances will CONTRACTOR begin work prior to issuance of a NOTICE TO PROCEED. All costs incurred outside the Contract Price prior to issuance of a NOTICE TO PROCEED shall be borne solely by CONTRACTOR.

Unexcused delays in performance may constitute a breach of this Agreement. If CONTRACTOR anticipates any delay in meeting a deadline, it shall immediately notify the City in writing, explaining the cause and length of the delay and proposing a recovery plan. No extension of time shall be effective unless approved in writing by the City Manager through a change order or amendment.

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

The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of \$1,000 for each calendar day that expires after the Contract Time for Substantial Completion.

6. COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, and codes in the performance of this Agreement. This includes, but is not limited to, labor laws, environmental laws, safety regulations (e.g., OSHA standards), immigration laws (including the E-Verify requirement), and licensing laws relevant to CONTRACTOR'S business. CONTRACTOR must obtain and maintain all necessary permits, licenses, or certifications required to perform the work (e.g., business tax receipt, professional licenses, construction permits, environmental permits). The costs of such compliance are included in the contract sum.

CONTRACTOR is responsible for ensuring that its employees, subcontractors, and agents are aware of and comply with all laws and regulations applicable to their activities under this Agreement. This includes any City-specific rules while working on City property (such as security rules, traffic, and parking regulations, etc.).

7. PUBLIC RECORDS RESPONSIBILITIES

Public Records Law: CONTRACTOR acknowledges that Florida's Public Records Law (Chapter 119, F.S.) applies to this Agreement. CONTRACTOR shall: (a) keep and maintain all public records required by the City to perform the services; (b) upon request from the City's custodian of records, provide the requested records to the City in a timely manner and in a format compatible with the City's information systems; (c) ensure that exempt or confidential records are not disclosed except as authorized by law; and (d) upon completion or termination of the contract, transfer all public records related to the contract to the City, at no cost, or, if records are retained by CONTRACTOR, continue to meet all legal requirements for retaining public records. If CONTRACTOR transfers all records to the City at contract completion, CONTRACTOR shall destroy any duplicate confidential records upon such transfer. If CONTRACTOR keeps records, it shall maintain them in accordance with applicable retention schedules and make them available to the City upon request.

If CONTRACTOR fails to provide public records when required, the CONTRACTOR may be subject to penalties under Section 119.10, F.S. Additionally, failure to comply with these public records duties is a material breach of this Agreement, which may result in immediate termination by the City. CONTRACTOR shall indemnify and defend the City for any costs, including attorneys' fees, incurred by the City due to CONTRACTOR'S failure to comply with public records disclosure requirements.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, IT SHOULD CONTACT THE CITY OF PANAMA CITY BEACH CITY CLERK (CUSTODIAN OF PUBLIC RECORDS) AT 17007 Panama City Beach Parkway, Panama City Beach, FL 32413, Phone: 850-233-5100, Email: CityClerk@pcbfl.gov.

8. INSURANCE AND INDEMNIFICATION

CONTRACTOR shall, at its own expense, procure and maintain during the term of this Agreement insurance coverages from insurers licensed or eligible to do business in Florida and acceptable to the City. The required insurance and minimum limits are set forth in the City's Insurance Requirements attached to the Solicitation and incorporated herein.

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless the City, its officers, agents, and employees (the "Indemnified Parties") from and against any and all claims, liabilities, damages, losses, and causes of action (including reasonable attorneys' fees and costs) arising out of or resulting from:

- 1) Bodily injury, death, or damage to property (including loss of use of property) caused by any negligent act or omission of the CONTRACTOR, its employees, subcontractors, or agents in the performance of this Agreement; and/or
- 2) Any failure of the CONTRACTOR to comply with any applicable law, ordinance, or regulation.

CONTRACTOR'S indemnification obligation includes defending the Indemnified Parties in any legal or administrative action, with counsel reasonably acceptable to the City, and paying any final judgment or settlement that may be obtained against the Indemnified Parties. The City shall promptly notify CONTRACTOR of any third-party claim and, if the City requests, CONTRACTOR shall assume control of the defense; however, the City reserves the right to participate in the defense at its own expense. CONTRACTOR'S indemnity shall not be limited by any insurance coverage or benefits. Any insurance maintained by the City is excess to CONTRACTOR'S insurance and indemnity obligations.

The covenants in this Section shall survive termination or expiration of this Agreement. If any claim or lawsuit is brought against the City that falls within the scope of CONTRACTOR'S indemnity, and CONTRACTOR fails to diligently defend the City, the City may undertake its own defense and seek to recover from CONTRACTOR all costs and expenses incurred in such defense.

To the extent (if any) an indemnification clause is limited by §725.06 or §725.08, Florida Statutes, and if this Agreement is subject to such statutes, then this indemnification is limited to an amount of \$1,000,000 or the amount of insurance required herein (whichever is greater), and expressly excludes the City's sole negligence.

9. FORCE MAJEURE

Neither party shall be liable for failure to perform its obligations if such performance is prevented or delayed by Force Majeure. For purposes of this Agreement, "Force Majeure" means an occurrence that is beyond the reasonable control of the party affected and could not have been avoided by exercising due care. Force Majeure events include, but are not limited to: natural disasters (e.g., hurricanes, floods, earthquakes), wars, acts of terrorism, epidemics or pandemics, labor strikes (excluding strikes of a party's own employees), sabotage, riots, or governmental actions (e.g., emergency orders) that directly prevent work. Upon the occurrence of a Force Majeure event, the affected party shall promptly notify the other party in writing, describing the event and its impact on performance. The time for the affected party's performance shall be equitably extended for the duration of the Force Majeure delay, or if performance has become impossible, the parties will negotiate in good faith to amend or terminate the Agreement.

If a Force Majeure event continues for an extended period (e.g., more than 60 days) such that it frustrates the purpose of the contract, the City may terminate the Agreement in whole or in part without penalty. CONTRACTOR is not entitled to extra compensation for delays or increased costs caused by Force Majeure but CONTRACTOR shall be entitled to an

extension of time. CONTRACTOR must use best efforts to mitigate the impacts of any Force Majeure (e.g., by securing alternate sources or work-arounds where feasible).

No claim for extension of time due to Force Majeure shall be valid unless the CONTRACTOR has notified the City in writing within a reasonable time (not to exceed 5 days) after the onset of the Force Majeure event. Failure to timely notify constitutes waiver of any schedule adjustment. Routine weather conditions (other than officially declared disasters) are typically not Force Majeure unless unusually severe for the locale/season and impacting the critical path of performance.

10. TERMINATION

10.1 City's Right to Terminate for Cause

The City may terminate this Agreement, in whole or in part, for cause upon written notice to CONTRACTOR if CONTRACTOR materially breaches any term of the Agreement and fails to cure such breach within 15 calendar days (or such longer period authorized in writing by the City) after receiving written notice of the default from the City. A material breach by CONTRACTOR includes, but is not limited to:

- A. Failure to perform the work with sufficient labor, equipment, or materials to meet required schedules or specifications;
- B. Failure to make payment properly to subcontractors or suppliers for materials or labor (creating risk of claims/liens);
- C. Disregard of laws, ordinances, or instructions of the City;
- D. A material misrepresentation by CONTRACTOR in its bid/proposal or during contract performance;
- E. Insolvency or filing of bankruptcy by CONTRACTOR; or
- F. Any other material breach of CONTRACTOR'S obligations under the contract documents.

In the event of termination for cause, the City may take over the work and complete it through other means, and CONTRACTOR shall be liable to the City for all reasonable additional costs incurred by the City to complete the work (including the cost difference for obtaining substitute performance and City's internal costs). The City may also withhold any payments due to CONTRACTOR for work performed prior to termination until the City's damages have been calculated and deducted. If the unpaid balance of the contract sum exceeds the cost of finishing the work, any excess shall be paid to CONTRACTOR. If the City's cost to complete exceeds the unpaid balance, CONTRACTOR shall pay the difference to the City.

The City's rights and remedies in this clause are cumulative and in addition to any others provided by law or the contract. If it is later determined by a court or arbiter that the City's termination for cause was wrongful or without basis, then the termination shall be deemed a termination for convenience, and CONTRACTOR'S remedy will be limited to the compensation described under Termination for Convenience below (and CONTRACTOR waives any other damages, including lost profits, in such scenario).

10.2 City's Right to Terminate for Convenience

Notwithstanding any other provision, the City reserves the right to terminate this Agreement, or any portion of it, at any time without cause by providing at least fifteen (15) days' written notice to CONTRACTOR. In such event, CONTRACTOR shall immediately stop work on the date and to the extent specified in the notice and place no further orders for materials, services, or facilities except as necessary to complete any portion of work not terminated.

CONTRACTOR shall also make every reasonable effort to cancel or mitigate any pending orders or subcontracts related to the terminated work.

In the event of a termination for convenience, the City will pay CONTRACTOR for all work actually performed up to the effective date of termination (including materials or equipment delivered and in transit that cannot be canceled), at the contract prices, and for all demobilization costs and other reasonable costs incurred as a direct result of the termination (such as cancellation fees owed to subvendors). However, CONTRACTOR shall not be entitled to any lost profits or anticipated profits on the portion of work that was not performed due to termination, nor to any consequential damages. The compensation for a termination convenience will be limited to: payment for acceptable work performed, plus reasonable costs of settling and paying any claims from subcontractors and suppliers for actual work performed (which were not already paid for), plus a reasonable allowance for overhead and profit on the work performed, not to exceed the contract price allocation for that work. CONTRACTOR must submit its termination claim within 30 days after receipt of the termination notice (absent agreement of extension).

The City may, at its discretion, direct CONTRACTOR to assign to the City any subcontracts or purchase orders for materials that the City chooses to retain for completion of the project. Any materials or equipment paid for by the City shall become the City's property.

10.3 CONTRACTOR'S Right to Terminate

CONTRACTOR may terminate this Agreement for cause if the City materially breaches its obligations, such as failing to pay undisputed amounts due within 60 days after written notice from CONTRACTOR of delinquency, provided CONTRACTOR has given the City at least 30 days' prior written notice of such breach and an opportunity to cure. CONTRACTOR may also terminate if work is stopped for 90 days through no fault of CONTRACTOR due to a court order or substantial failure of the City to perform. CONTRACTOR'S termination must be by written notice to the City. In such event, CONTRACTOR shall be compensated in the same manner as a termination for convenience (as CONTRACTOR'S sole remedy), and no anticipatory profit or consequential damages may be claimed.

10.4 Suspension of Work

As distinct from termination, the City may at any time suspend the work in whole or in part for its convenience by providing written notice to CONTRACTOR. CONTRACTOR shall immediately comply with the suspension order and properly secure and protect the worksite. The City shall allow a reasonable extension of time for the suspension and, if the suspension lasts more than sixty (60) days, shall equitably adjust compensation to cover the cost of maintaining/suspending work (excluding profit). When the City so directs, CONTRACTOR shall resume work promptly. If work is suspended for 120 days or more (aggregate) through no fault of CONTRACTOR, CONTRACTOR may treat it as a termination for convenience.

11. WARRANTY AND CORRECTION OF WORK

CONTRACTOR warrants that all goods, materials, and equipment provided under this Agreement shall be new, free of defects in title, materials, and workmanship, and shall conform to the requirements of the contract documents (including any samples or specifications). CONTRACTOR further warrants that all services (including installation or construction work) shall be performed in a skilled and workmanlike manner consistent with the standards of the industry. All work shall be of good quality, free from faults and defects, and in strict conformance with the contract.

This warranty extends for the period specified in the Solicitation or Technical Specifications; if no period is specified, then for a minimum of one (1) year from the date of final acceptance of the work or from discovery of the defect, whichever is later. For latent defects or fraud, the warranty period shall not bar City's legal rights.

If any portion of the goods or work does not conform to the requirements of this Agreement or is found to be defective within the warranty period, the City shall notify CONTRACTOR in writing. CONTRACTOR shall, at its own expense and direction of the City, promptly correct, repair, or replace the defective or non-conforming item or work. If repair or replacement is not feasible, the City may require an appropriate equitable adjustment in price or may procure substitute goods/services and charge the cost to CONTRACTOR. If CONTRACTOR fails to remedy any such defect within a reasonable time after notice, the City has the right to perform or procure such remedy and CONTRACTOR shall reimburse the City for the cost. Alternatively, the City may elect to accept defective or non-conforming work and reduce the price accordingly. The warranty on any repaired or replaced work shall extend for an additional warranty period (e.g., one year) from the date of acceptance of the repair/replacement.

CONTRACTOR shall assign to the City (or enforce on the City's behalf) any manufacturer's warranties for equipment or materials provided, to the extent such warranties are assignable. CONTRACTOR shall cooperate with the City in pursuing warranty claims against manufacturers. This warranty is in addition to any other rights or remedies available to the City under this Agreement or law. Acceptance of the work by the City shall not relieve CONTRACTOR of its warranty obligations.

12. ASSIGNMENT

This Agreement may not be assigned.

13. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14. MODIFICATIONS

No modification, change order, or amendment to this Agreement is effective unless it is in writing and executed by both parties with the same formality as this Agreement. The City may, however, unilaterally order minor changes in the work not involving an adjustment in price or time, consistent with the intent of the contract documents (such changes shall be confirmed in writing).

The City reserves the right to make changes to the scope of work, including additions, deletions, or other revisions. If any such change causes an increase or decrease in the CONTRACTOR'S cost or time required for performance, an equitable adjustment in contract price or time will be made and incorporated by written change order. CONTRACTOR shall promptly notify the City if any City-directed change (or other circumstance) will affect cost or time, and submit supporting documentation. No claim for additional compensation or time shall be valid unless authorized in writing by the City through a duly executed change order by the City Manager before the work is performed, except as otherwise allowed by law.

If the City and CONTRACTOR cannot agree on the amount of an adjustment, the City may unilaterally issue a change order reflecting its best estimate of the equitable adjustment, and CONTRACTOR shall proceed with the changed work. CONTRACTOR retains the right to

pursue a claim under the disputes provision if it disagrees with the City's adjustment. Pending resolution, CONTRACTOR must continue performance.

CONTRACTOR shall not perform any work or furnish any materials outside the scope of the Agreement unless pre-authorized in writing by the City. Work performed without proper authorization is done at the CONTRACTOR'S own risk and the City may refuse to pay for such work.

15. WAIVER

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms and conditions of this Agreement.

16. ATTORNEY'S FEES AND VENUE

In the event of any litigation, arbitration, or mediation arising from or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party, including fees and costs incurred at the trial, appellate, and post-judgment collection levels. This provision is applicable to any proceeding whether sounding in contract, tort, or statute. For purposes of this Agreement, "prevailing party" means the party that substantially obtains or defeats the relief sought, as determined by the court or other tribunal having jurisdiction. If each party prevails on some aspect of the dispute, the attorneys' fees and costs shall be apportioned by the court/tribunal in a fair manner.

The parties stipulate and agree that any and all claims, demands, actions or suits whatsoever, arising under this Agreement shall be subjected to the sole and exclusive jurisdiction and venue of the 14th Judicial Circuit in and for Bay County, Florida.

17. NOTICES

Any notice required by this Agreement shall be directed to the parties as follows:

A. As to City:

City Representative: Drew Whitman
Title/Position: City Manager
17007 Panama City Beach Parkway, Panama City Beach, FL 32413
Phone: 850-233-5100

B. As to CONTRACTOR:

Contract Representative: Gage Golden
Title/Position: Owner
Email Address: ggolden@bgncontractors.com
Mailing Address: 534 Oak Ave Panama City, FL 32401
Phone: 850-258-1869

18. ENTIRE AGREEMENT

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among the parties.

PCB26-31 ITB – PUBLIC WORKS SAFE ROOM AND GENERATOR

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

Advertisement for Bids
Information for Bidders
Scope of Work/Specifications/Plans
Bid Proposal Form
Affidavit Regarding the Use of Coercion for Labor and Foreign Countries of Concern
General Terms and Conditions for Bidding
General Terms and Conditions for Construction
Notice of Award
Notice to Proceed
Agreement
Insurance Requirements
Bid Bond
Performance Bond
Payment Bond
Warranty Form
Any Additional Documents, Exhibits or Appendices to the Bid

ADDENDA (S)

No. 1, dated June 25, 20 26

No. 2, dated June 26, 20 26

No. 3, dated June 26, 20 26

Contract Documents; Order of Precedence. The Contract Documents are intended to be complementary. If a conflict or inconsistency exists, the following order of precedence governs (highest to lowest):

1. Written Change Orders and written amendments executed by the City (most recent first).
2. The executed Agreement and its exhibits (including insurance/bonding forms).
3. Addenda issued by the City prior to bid opening.
4. Supplementary/Special Conditions and administrative/specifications and similar project procedures.
5. General Terms and Conditions for Bidding and General Terms and Conditions for Construction.
6. Technical Specifications.
7. Drawings.
8. Bid Proposal Form and the Contractor's bid pricing schedule (for pricing only).

Within the drawings/specs, figured dimensions govern over scaling; large-scale details govern over small-scale; and the Contractor shall not rely on scale where dimensions are given. Consistent with the General Terms and Conditions for Construction, if any conflict exists within a single document listed above, then the Contractor must comply with the more restrictive or stringent requirements as determined by the City.

PCB26-31 ITB – PUBLIC WORKS SAFE ROOM AND GENERATOR

IN WITNESS WHEREOF, the CONTRACTOR has executed this Agreement as of the day and year written below.

CONTRACTOR

Gage Golden

Digitally signed by Gage Golden
DN: C=US,
E=ggolden@bgncontractors.com,
O=BGN Contractors, OU=General
Contractor, CN=Gage Golden
Date: 2026.07.09 09:40:12-05'00'

By: Gage Golden

Title: Owner

Date: 7/9/2026

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

By: _____
Drew Whitman, City Manager

Date: _____

ATTEST:

City Clerk

1. INTRODUCTION / COVER LETTER

City of Panama City Beach
ATTN: Purchasing Manager
17007 Panama City Beach Parkway
Panama City Beach, FL 32413

RE: PCB26-31 Public Works Safe Room and Generator

BGN Contractors is pleased to submit this proposal to the City of Panama City Beach for construction services associated with the Public Works Safe Room and Generator. We understand the project consists of the retrofit and hardening of the existing Public Works Department building located at 200 N. Gulf Boulevard to FEMA P-361 safe room standards, including the installation of a generator to support operations during and after storm events.

BGN Contractors is a local Panama City based general contractor performing commercial, municipal, institutional, and community-focused construction throughout the Florida Panhandle. The company operates as Gage Golden Construction, LLC dba BGN Contractors, with its principal office located at 534 Oak Avenue, Panama City, FL 32401. Gage Golden is the Managing Member of BGN Contractors and has been working construction in the Florida Panhandle for over 20 years. BGN has been in business for approximately eight years and currently maintains a focused staff of approximately eighteen full-time employees. The firm is licensed as a Florida Certified General Contractor under License No. CGC1520684.

The project is a critical public safety improvement for a working Public Works facility. BGN understands the importance of maintaining clear coordination with City staff while hardening the existing building envelope, structural systems, roof, doors, windows, louvers, penetrations, emergency power systems, and related site improvements to meet the required wind and safe room performance requirements.

Our team offers direct executive involvement, practical field leadership, and a strong regional subcontractor base. This project is well aligned with BGN Contractors' experience delivering municipal buildings, occupied governmental renovations, public facility improvements, utility coordination, building envelope work, emergency generator projects, and grant-supported public projects.

We recognize that this project is FEMA/grant funded and carries a defined completion window. Our approach emphasizes early procurement, generator lead-time management, clear communication with the City and Architect/Engineer of Record, careful subcontractor coordination, safe-room quality control, and disciplined documentation from notice to proceed through final closeout.

BGN Contractors appreciates the opportunity to provide this response and looks forward to the possibility of working with the City of Panama City Beach on this important public safety project.

Respectfully submitted,
BGN Contractors

2. PROJECT APPROACH AND TEAM

2a. Project Understanding

BGN Contractors understands that the City of Panama City Beach is requesting construction services for the Public Works Safe Room and Generator. The project includes the rehabilitation and hardening of an existing Public Works Department building to provide shelter for staff during storm events, and includes the installation of an emergency generator to support continued operations during and after storm events.

The project is not a simple interior renovation. It is a working-facility retrofit with safe room performance requirements. BGN understands the importance of the wind requirements, structural strengthening, storm-rated openings, roof and wall envelope continuity, rated penetrations, emergency electrical systems, materials testing, inspections, and documentation necessary to support FEMA P-361 / ICC 500 intent and grant closeout.

Key project objectives include delivering a complete, code-compliant, operational safe room within the required 300 calendar day substantial completion period; coordinating all trades in an existing Public Works environment; maintaining a safe and orderly jobsite; protecting existing operations where applicable; and providing organized closeout documentation that supports final acceptance and grant reimbursement requirements.

Project-specific constraints anticipated by BGN include generator submittal review and long-lead procurement, coordination of safe-room-rated doors/windows/louvers, roof and wall penetrations, structural steel/decking, CMU additions and reinforced masonry work, demolition in an existing facility, concrete foundations, MEP tie-ins, temporary utility coordination, and sequencing work in a manner that supports inspections and minimizes disruption to the City.

2b. Project Approach and Methodology

Project Phase	BGN Approach
Phase 1 - Award, Permitting, Mobilization, and Procurement Setup	Review contract documents and addenda, verify permitting and notice-to-proceed requirements, establish the baseline schedule, create submittal/procurement logs, identify generator and safe-room long-lead items, and hold an internal handoff meeting between estimating, project management, and field supervision.
Phase 2 - Submittals, Owner Review, and Early Releases	Prioritize generator, structural steel/decking, doors/frames/hardware, storm-rated windows, roofing, electrical, HVAC, plumbing, and safe-room envelope submittals. Allow for City and design team review, then release long-lead materials immediately upon approval.
Phase 3 - Demolition and Existing Conditions Verification	Perform selective demolition, confirm existing conditions, locate utility tie-ins, protect remaining work, and document unforeseen conditions before affected trades proceed.
Phase 4 - Structural and Envelope Work	Construct concrete foundations, CMU additions, structural steel and roof decking, roofing, sheet metal, gutters/downspouts, storm-rated windows, doors/frames/hardware, and safe-room envelope components in a sequence that supports required inspections and dries in the building as early as practical.
Phase 5 - MEP Rough-In and Generator Coordination	Coordinate plumbing, HVAC, electrical, fire alarm, communications, generator, and related emergency power systems with safe-room requirements, rated penetrations, equipment clearances, and inspections.
Phase 6 - Interiors, Finishes, Startup, Punch, and Closeout	Complete metal framing, gypsum board, ACT, paint, Division 10, plumbing fixtures, HVAC/electrical trim, generator startup, testing, punch list, O&M manuals, warranties, as-builts, and final closeout documentation required for City acceptance and grant closeout.

Schedule, Safety, Quality, and Cost Control

Control Area	Method
Schedule Control	BGN will prepare a baseline schedule based on the 300-day substantial completion requirement, update it regularly, identify critical path activities, track submittals/procurement, and communicate impacts early. Special attention will be given to the generator lead time and safe-room envelope items.
Safety Control	BGN will implement project-specific safety planning, regular safety meetings, site housekeeping, OSHA compliance, subcontractor safety coordination, and public safety controls appropriate for a working Public Works facility.
Quality Control	BGN will use pre-installation meetings, submittal review, field verification, inspection checklists, photo documentation, daily logs, safe-room material testing coordination, and punch tracking to maintain conformance with the contract documents.
Cost Control	BGN will maintain cost tracking through project management/accounting systems, review subcontractor

	scopes before award, control change order documentation, and communicate cost impacts before work proceeds where applicable.
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2c. Project Team and Availability

Team Member	Role	Responsibility
Gage Golden	Managing Member	Executive oversight, contract administration, licensing compliance, owner support, and overall quality control.
Jason Bryant	Project Manager	Project coordination, schedule management, subcontractor management, cost control, RFIs, submittals, and owner/design team communication.
Chad Padgett	Project Superintendent	Daily field supervision, subcontractor coordination, inspections, site safety, quality control, and field documentation.
Monty Oliva	Estimator / Preconstruction	Preconstruction support, scope review, subcontractor solicitation, bid leveling, cost analysis, and project handoff support.

BGN Contractors confirms that the proposed key personnel are available for the duration of the project and will not be reassigned without prior approval of the City.

Project Organization Chart

Reporting / Coordination Position	Role
Gage Golden	Managing Member
Jason Bryant	Project Manager
Chad Padgett	Project Superintendent
Monty Oliva	Estimator / Preconstruction Support

2d. Project Coordination and Communication

- Designated point of contact through the Project Manager for City and Architect/Engineer correspondence.
- Regular owner/architect/contractor meetings with agenda, minutes, action items, and responsible parties.
- Submittal and RFI logs maintained and distributed to identify outstanding and schedule-sensitive items.
- Short-interval coordination with subcontractors to address manpower, material deliveries, inspections, and sequencing.
- Photo documentation and written field reporting to maintain a clear record of progress and completed work.
- Early notification to the City for any condition that may impact scope, cost, schedule, inspections, wind-rated assemblies, generator procurement, or grant closeout.

2e. Risk Identification and Mitigation

Risk	Mitigation Strategy
300-day substantial completion / grant closeout	Develop early baseline schedule, identify long-lead activities, maintain procurement log, and escalate decisions that affect critical path.
Generator lead time	Submit generator package immediately, allow two weeks for owner/design review, release immediately after approval, and track the 16-week minimum lead time.
Safe-room wind requirements	Coordinate structural, roofing, windows, doors, louvers, penetrations, anchorage, and envelope details early to maintain the required safe-room performance intent.
Working Public Works facility	Coordinate access, staging, safety controls, work areas, and utility interruptions with City staff to reduce disruption.
Existing conditions	Document existing conditions during demolition, verify tie-ins, and communicate unforeseen conditions before impacts compound.
Subcontractor scope gaps	Use detailed scope review, bid leveling, kickoff meetings, and written subcontracts/purchase orders to close gaps before work begins.
Closeout delays	Start closeout documentation early, track warranties/O&Ms/as-builts throughout construction, and complete punch work promptly.

2f. Value-Added Approaches

As a local Panama City contractor, BGN brings an established network of subcontractors and suppliers throughout the Florida Panhandle, allowing us to competitively price the work and respond quickly to project challenges. Our team has experience delivering municipal and publicly funded projects and understands the coordination, documentation, and communication required to successfully complete them.

For this project, BGN will emphasize early safe-room coordination, early release of long-lead generator and wind-rated components, early review of envelope penetrations, and consistent documentation to support the City's grant requirements and final closeout. BGN is prepared to work closely with the City and design team during the value engineering process, if necessary, to identify practical cost-saving opportunities while maintaining the overall intent, safety, wind-resistance, and functionality of the facility.

3. SCHEDULE

BGN Contractors proposes to achieve Substantial Completion within 300 consecutive calendar days from Notice to Proceed. The schedule below is preliminary and will be refined with the City and Architect/Engineer of Record after award. The critical path is expected to run through permitting, early submittals, generator review/procurement, demolition/existing condition verification, structural work, dry-in, MEP rough-in, generator startup, testing, punch, and closeout.

The schedule includes a two-week owner/design team review period for the generator submittal and a minimum 16-week generator lead time after approval.

No.	Major Activity / Milestone	Anticipated Timing from NTP	Duration
1	Notice to Proceed, kickoff, insurance/bonds/contracts, site mobilization	Days 1-7	1 week
2	Permitting, early coordination, baseline schedule, submittal/procurement log	Days 1-28	4 weeks
3	Generator submittal preparation and owner/design review allowance	Days 1-14	2 weeks
4	Generator procurement after approval - minimum lead time	Days 15-126	16 weeks
5	Structural steel/deck, doors/frames/hardware, windows, roofing, MEP submittals	Days 8-42	5 weeks
6	Selective demolition and existing conditions verification	Days 29-56	4 weeks
7	Concrete foundations, sawcut/backfill coordination, slab/footing revisions	Days 43-84	6 weeks
8	CMU additions, reinforced masonry, grout, bond beams, masonry openings	Days 57-105	7 weeks
9	Structural steel columns/beams, roof joists, decking, grating/support steel	Days 78-126	7 weeks
10	Roofing, sheet metal, flashing, gutters/downspouts, dry-in	Days 113-154	6 weeks
11	Storm-rated windows, doors, frames, hardware, HM frame grouting	Days 120-168	7 weeks
12	Plumbing rough-in, fixtures coordination, condensate/drywell work	Days 85-175	13 weeks
13	HVAC rough-in, equipment, ductwork, T&B preparation	Days 99-210	16 weeks
14	Electrical rough-in, fire alarm, lightning protection, communications pathways	Days 85-224	20 weeks
15	Metal framing, gypsum board, insulation, ACT, interior ceiling coordination	Days 155-224	10 weeks
16	Interior finishes, paint, sealed surfaces, Division 10 items, toilet accessories/signage	Days 211-252	6 weeks
17	Generator delivery, placement, final electrical connections, startup coordination	Days 210-266	8 weeks
18	HVAC T&B, electrical testing, plumbing trim, systems startup, inspections	Days 253-280	4 weeks
19	Punch list, owner walkthrough, closeout documents, warranties/O&Ms/as-builts	Days 281-300	3 weeks
20	Substantial Completion	Day 300	Milestone

Critical Material / Submittal Milestones

- Generator package: submit immediately after NTP; allow 2 weeks for owner/design review; release upon approval; minimum 16-week lead time.
- Storm-rated doors, frames, hardware, windows, louvers, and safe-room envelope components: prioritize within the first 4-6 weeks.
- Structural steel and metal decking: submit early to support CMU/roof sequencing and safe-room dry-in.
- MEP equipment and controls: coordinate with generator, emergency power, HVAC, communications, and safe-room functionality.

4. PAST PERFORMANCE

4a. Completed Representative Projects

Project 1: Aaron Bessant Park Improvements

Item	Information
Location	Panama City Beach, Florida
Project Type	Municipal Park Improvements
Owner	Panama City Beach CVB
Architect/Engineer	Lose Design
Size / Area	6,500 SF building / 1.96 acre site
Construction Value	Original: \$2,362,095.11
Schedule	Original: 120 calendar days Actual: 225 calendar days; extension approved due to heavy timber truss manufacturing lead times outside Contractor control.
Project Manager	Jason Bryant
Superintendent	Chad Padgett
Major Subcontractors / Scopes	Chapel Branch & Lagniappe, Tinker & Tinker, TK Vandy Roofing, Kenny Strange Electric, Woodall's Total Comfort

Construction of a large public pavilion and enclosed CMU support building as part of a comprehensive municipal park improvement project. Work included reinforced masonry load-bearing wall systems, structural foundations, slab-on-grade construction, heavy timber roof framing, underground utilities, stormwater coordination, and architectural steel/aluminum elements within an active public park environment.

RFP Requirement	Representative Response
Cost Control	BGN controlled costs through early subcontractor scope review, detailed tracking of contract values, review of change conditions, and written documentation prior to cost-impacting work where applicable.
Scheduling	BGN established a baseline schedule, coordinated subcontractor sequencing, communicated schedule impacts, and documented extensions when conditions were outside the Contractor's control.
Management Systems	BGN utilized project management, accounting, scheduling, documentation, submittal/RFI tracking, meeting minutes, and field reporting systems to monitor progress and maintain records.
Quality Control	BGN used submittal review, pre-installation coordination, field inspections, deficiency tracking, and owner/architect walkthroughs to maintain conformance with the contract documents.

Project 2: Bay County Courthouse Renovations

Item	Information
Location	Panama City, Florida
Project Type	Municipal / Historic Government Renovation
Owner	Bay County Board of County Commissioners
Architect/Engineer	C. Dennis Evans Architectural Design and Planning
Size / Area	32,000 SF
Construction Value	Original: \$1,974,237.46
Schedule	Original: 240 calendar days Actual: 540 calendar days; time increase due to unforeseen conditions during exploratory demolition.
Project Manager	Jason Bryant
Superintendent	Chad Padgett
Major Subcontractors / Scopes	Kone Inc., Glass Ventures, Coltin Electric, Advantage Refrigeration and Air, Jeff Yawn Painting, Woodlane

Interior renovation of an existing historic courthouse facility. Work included selective demolition, interior framing and drywall, MEP updates, and finish upgrades within an occupied and operational government facility requiring phased scheduling, security coordination, and public safety controls.

RFP Requirement	Representative Response
Cost Control	BGN controlled costs through early subcontractor scope review, detailed tracking of contract values, review of change conditions, and written documentation prior to cost-impacting work where applicable.

Scheduling	BGN established a baseline schedule, coordinated subcontractor sequencing, communicated schedule impacts, and documented extensions when conditions were outside the Contractor's control.
Management Systems	BGN utilized project management, accounting, scheduling, documentation, submittal/RFI tracking, meeting minutes, and field reporting systems to monitor progress and maintain records.
Quality Control	BGN used submittal review, pre-installation coordination, field inspections, deficiency tracking, and owner/architect walkthroughs to maintain conformance with the contract documents.

Project 3: Marianna Public Works Retrofit & Generator

Item	Information
Location	Marianna, Florida
Project Type	Municipal Facility Retrofit and Infrastructure Hardening
Owner	City of Marianna, Florida
Architect/Engineer	DHM Engineering
Size / Area	15,000 SF
Construction Value	Original: \$2,058,651.01
Schedule	Original: 210 calendar days Actual: 210 calendar days
Project Manager	Jason Bryant
Superintendent	Chad Padgett
Major Subcontractors / Scopes	All Metal Building Systems, King Tractor Services, TKS Construction, Coltin Electric

Comprehensive retrofit of an existing municipal public works facility including exterior envelope replacement, insulation, metal siding/roofing systems, door replacements, structural upgrades, and installation of a new 230kW emergency generator and switchgear system with associated electrical and site infrastructure improvements.

RFP Requirement	Representative Response
Cost Control	BGN controlled costs through early subcontractor scope review, detailed tracking of contract values, review of change conditions, and written documentation prior to cost-impacting work where applicable.
Scheduling	BGN established a baseline schedule, coordinated subcontractor sequencing, communicated schedule impacts, and documented extensions when conditions were outside the Contractor's control.
Management Systems	BGN utilized project management, accounting, scheduling, documentation, submittal/RFI tracking, meeting minutes, and field reporting systems to monitor progress and maintain records.
Quality Control	BGN used submittal review, pre-installation coordination, field inspections, deficiency tracking, and owner/architect walkthroughs to maintain conformance with the contract documents.

4b. Litigation, Claims, Disputes, and Terminations

BGN Contractors certifies that there are no current or pending litigations, arbitration proceedings, or claims exceeding \$25,000 involving any Owner, Architect, or Subcontractor. BGN Contractors further certifies that neither the company nor any officer, director, or principal thereof has had judgments entered against them within the past five (5) years for breach of construction contracts for governmental or nongovernmental work. BGN Contractors further certifies that neither the company nor any officer, director, or principal has been convicted within the past ten (10) years of any crime related to construction contracting and is not currently debarred from bidding or contracting by any public body, agency of the State of Florida, or agency of the Federal Government.

4c. Change Order History Summary

BGN Contractors manages change orders through documented scope review, written pricing, owner/design team direction, and formal approval before proceeding where required. On comparable public projects, change orders have generally resulted from owner-directed scope changes, design clarifications, unforeseen existing conditions, utility coordination, and documented material/procurement conditions. BGN's process is to identify potential impacts early, provide backup documentation, and maintain transparent communication with the Owner and design team.

Detailed project-by-project change order history, including frequency, percentage of total contract value, pending change orders, and primary causes, are on the following page.

4c. Change Order History Summary

Project-by-Project Overview

Project	Original Contract	Revised/Final Contract	Frequency	CO Value / %	Pending COs / Primary Causes
Aaron Bessant Park Improvements	\$2,362,095.11	\$2,385,997.85	4 approved/reflected COs; 1 submitted request not reflected in final value	\$23,902.74 / 1.01%	None noted. Primary causes: utility conflicts, owner-directed scope, event/site coordination, and truss/building adjustment.
Bay County Courthouse Renovations	\$1,974,237.46	\$2,509,684.90	12 change order records/requests through CO #12	\$535,447.44 / 27.12%	None noted. Primary causes: unforeseen conditions, owner-directed added scope, design clarification, MEP/finish revisions, and owner/third-party delays.
Liberty County Courthouse Second Floor Renovation	\$374,657.42	\$454,825.29	4 change orders/requests	\$80,167.87 / 21.40%	None noted. Primary causes: code/ADA requirements, owner-directed restroom revisions, finish changes, and insulation/ACT access work.

Percentages are based on the latest revised/final contract values in the change order records provided. Where a request was revised or not reflected in a final value, the record is noted accordingly.

Aaron Bessant Park Improvements

Original Contract: \$2,362,095.11 | Final Contract: \$2,385,997.85 | Approved CO Value Reflected in Final Contract: \$23,902.74 | CO Percentage: 1.01%

CO #	Amount	Days	Primary Cause	Summary
01	\$2,498.68	0	Utility / unforeseen condition	Reroute existing 3-inch water line.
02	\$11,093.75	0	Submitted upgrade request	Upgrade rolling steel doors to powder-coated finish. Not reflected in the final contract value shown.
03	\$4,657.50	3	Utility / unforeseen condition	Cut/cap existing 2-inch water line to abandon in place and reroute 2-inch water line.
05	\$11,013.53	0	Owner/site coordination	Sidewalk/pilaster relocation, gate modification, added temporary fencing and windscreen for festival coordination.
06	\$5,733.03	30	Design/field coordination	Replace/modify pre-engineered truss system to fit building as constructed per plans.

4c. Change Order History Summary

Bay County Courthouse Renovations

Original Contract: \$1,974,237.46 | Revised Contract After CO #12: \$2,509,684.90 | Total CO Value: \$535,447.44 | CO Percentage: 27.12%

CO #	Amount	Days	Primary Cause	Summary
01	\$64,736.94	30	Unforeseen / added scope	Remodel two IT/server rooms, including demo, framing, drywall, paint, anti-static flooring, electrical to generator, split units, doors/frames, and FOB access.
02 / 03	\$37,016.69	0	Design/field coordination	Demo old HVAC system, raise mini split for ceiling height, relocate electrical panel/circuits, and add outlets/junction box.
04	\$13,631.30	30	Owner/design clarification	CMU support at door opening, owner material dumpster swap, and electrical additions in First Appearance Room 107.
05	\$22,516.67	0	Omitted/added scope	Carpet tile and ACT in Room 208, bathroom tile/backer board work, and tankless water heater revisions.
06	\$17,939.28	30	Owner/design change	Floor infill at removed spiral stair, dumpster swap, carpet tile material change, electrical circuit relocation, and deductive wall scope.
07	\$10,775.00	0	Owner-added scope	Add 36-inch shower, door, plumbing, closet, bifold door, and wire rack.
08 / 09	\$28,790.98	0	Finish / owner-directed scope revision	Revised flooring, ACT, wall/opening work, and carpet tile buyback credit. CO #09 superseded/revised prior finish scope.
10	\$277,732.48	147	Owner/third-party delay	Extended general conditions due to work delays outside BGN's control.
11	\$46,343.18	0	Owner-added scope	Gypsum board work, judges bench replacement, clerk stand work, hardwood tops, floor boxes, record room finishes, and water heaters.
12	\$13,981.25	0	Owner/design clarification	Additional walls, drywall, door/frame/hardware, electrical, ice machine plumbing, water heaters, ACT, and ceiling repair.

4c. Change Order History Summary

Liberty County Courthouse Second Floor Renovation

Original Contract: \$374,657.42 | Revised Contract After CO #004: \$454,825.29 | Total CO Value Based on Latest Revised Contract: \$80,167.87 | CO Percentage: 21.40%

CO #	Amount	Days	Primary Cause	Summary
001	\$25,363.60	0	Code/field condition	New bathroom door and frame, electrical grounding/code updates per building inspector, insulation change, and restroom ceiling replacement for plumbing access.
002 REV 1	\$23,489.49	0	ADA/code requirement	Remodel first-floor bathroom to ADA, including plumbing fixtures, hardware, accessories, ACT, HVAC, lights, patching, paint, and window caulking.
003	\$1,950.00	0	Finish change	Paint 12 second-floor door slabs and one ADA restroom door slab.
004	\$26,605.48	0	Owner/code/finish coordination	Spray foam roof deck and attic area, intumescent paint, ACT removal/replacement for access, damaged ACT tile replacement, and batt insulation removal.

5. Price

See attached.

SECTION 00030

BID PROPOSAL FORM

This proposal of BGN Contractors (hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida, doing business as a partnership (a corporation, a partnership or an individual), whose Florida contractor's license number is CGC1520684 is hereby submitted to the CITY OF PANAMA CITY BEACH (hereinafter called "OWNER").

In compliance with the requirements of the Advertisement for Bids, BIDDER hereby proposes to perform all WORK for **PUBLIC WORKS SAFE ROOM AND GENERATOR** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under the CONTRACT DOCUMENTS within ten (10) calendar days after the NOTICE TO PROCEED to be issued by Owner in writing and achieve Substantial Completion of the WORK within **300** consecutive calendar days thereafter. Final Completion of the WORK shall be achieved by BIDDER within the calendar days specified in the General Conditions after the date of Substantial Completion.

BIDDER further agrees to pay as liquidated damages, the sum of \$1,685.00 for each consecutive calendar day that expires after the Contract Time until Substantial Completion of the WORK is achieved.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum No. 1

Addendum No. 2

Addendum No. 3

PCB26-31 PUBLIC WORKS SAFE ROOM AND GENERATOR

BASE BID

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following total price of: \$1,700,000.00.

BREAKDOWN OF GRANT REIMBURSABLE EXPENSES

The items listed below are eligible for grant reimbursement and shall be submitted under a separate grant-reimbursable pay request with each Application for Payment. Bidders shall provide a lump sum amount representing all labor, materials, equipment, and incidental costs required to complete the grant-reimbursable work. All line items are required and must be completed for the bid to be considered responsive.

The amount shown below represents only the grant-reimbursable portion of the work. The total cost of this work shall be INCLUDED in the Base Bid and are identified separately herein for grant accounting and reimbursement purposes.

Roof / Roof Installation

<u>Item Description</u>	<u>Lump Sum</u>
Structural Steel & Decking	\$ 67,000.00
SS Metal Roofing	\$ 63,000.00
Gutters & Downspouts	\$ 6,000.00
Sheetmetal Trim & Flashing	\$ 3,000.00

Window Protection / Window Installation

<u>Item Description</u>	<u>Lump Sum</u>
Windowsills	\$ 7,000.00
Firestopping - Seals	\$ 4,000.00
Joint Sealants	\$ 16,000.00
Aluminum Windows - Storm Rated	\$ 35,000.00

Door Protection / Door Installation

<u>Item Description</u>	<u>Lump Sum</u>
Steel Doors	\$ 101,000.00
H.M. Door Frame HM1 - 3-0 x 7-0	\$ 8,000.00
H.M. Door Frame HM2 - 6-0 x 7-0	\$ 2,000.00
Grout: HM Frames	\$ 4,000.00
Door Hardware Set	\$ 72,000.00

Strengthening of Structure

<u>Item Description</u>	<u>Lump Sum</u>
Demolition of Interior and Structural Elements	\$ 39,000.00

PCB26-31 PUBLIC WORKS SAFE ROOM AND GENERATOR

Concrete Work	\$ 152,000.00
Masonry Work	\$ 107,000.00
Rigid Insulation	\$ 16,000.00
Gypsum Board and Insulation	\$ 117,000.00
Painting - Cavity Air Barrier	\$ 20,000.00
Painting - Steel Structure	\$ 17,000.00

Electrical (including Generator) / Electrical (including Generator) Install

<u>Item Description</u>	<u>Lump Sum</u>
Electrical (Lightning protection and fire alarm) ¹	\$ 318,000.00
Demolition of electrical equipment/devices	\$ 6,000.00
Generator 80 kW	\$ 116,000.00

ADA, Code Requirement

<u>Item Description</u>	<u>Lump Sum</u>
ADA Parking Stripping	\$ 2,000.00
ADA Concrete Revisions	\$ 4,000.00
Wood Door A 3-0 x 7-0 ²	\$ 11,000.00
H.M. Door Frame HM1 - 3-0 x 7-0	\$ 6,000.00
Door Hardware Set	\$ 40,000.00
Fire Extinguisher/Cabinets	\$ 1,000.00
H.V.A.C. (& T&B)	\$ 172,000.00
Plumbing Fixtures	\$ 89,000.00
Panel Sign D - Excavation Map	\$ 1,000.00
Panel Sign E - Maximum Occupancy	\$ 1,000.00
Panel Sign A Interior	\$ 1,000.00
Panel Sign A Exterior	\$ 1,000.00
Panel Sign B Toilet Men	\$ 500.00
Panel Sign B Toilet Women	\$ 500.00
Exterior Site Signage	\$ 2,000.00
Termite Treatment ³	\$ 1,000.00
Toilet Accessories	\$ 19,000.00

Communication

<u>Item Description</u>	<u>Lump Sum</u>
Communications (Cabling) ⁴	\$ 52,000.00
TOTAL GRANT REIMBURSIBLE EXPENSES	\$ 1,700,000.00

1. Electrical (Lightning protection and fire alarm): These costs are inclusive of the electrical elements that are required for the operation of the safe room (emergency electrical/lights).

PCB26-31 PUBLIC WORKS SAFE ROOM AND GENERATOR

Battery packs are integral to the emergency electrical/lights (provide light during the small-time increment before the generator provides the main power). Automatic Transfer Switch (ATS) is not included in the costs because the location has an existing ATS.

2. Doors: These costs include bathrooms and other code requirement doors (Mechanical, Janitorial, Communication).

3. Termite Treatment: These costs are related to a code requirement in Florida for under the slab/footings.

4. Communications Eligibility: Communications, including Local Area Network drops and wiring if used for emergency communication during an event are eligible.

The BIDDER proposes and agrees, if this Proposal is accepted, to contract with the OWNER in the required form of the Agreement, Section 00050, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the WORK in full and in accordance with the shown, noted, described and reasonably intended requirements of the CONTRACT DOCUMENTS.

1. BIDS shall remain valid for a period of 45 days after opening.
2. BIDS shall include sales tax and all other applicable taxes and fees.
3. BIDS shall be on the basis of a Lump Sum, as noted above, and shall be the total compensation to be paid by OWNER for the complete WORK.
4. The CONTRACTOR shall review all plan quantities prior to bidding. Adjustments will only be made for changes in scope or unforeseen conditions; unreported plan discrepancies are deemed accepted and shall not affect the lump sum.
5. The OWNER reserves the right to reject any and all bids received.
6. Failure to insert a bid amount for any item in the Bid Schedule will be considered grounds for the OWNER to determine the BID is nonresponsive.
7. By submitting this BID, the BIDDER and the BID BOND surety, are deemed to have stipulated and agreed that any and all claims, demands, actions or suits whatsoever, arising under this BID and/or BID BONDS, shall be subjected to the sole and exclusive jurisdiction and venue of the 14th Circuit Court of Bay County, Florida. The BIDDER and BID BOND surety do agree, by submittal of this BID, that the sole and exclusive jurisdiction and venue in said forum is proper and appropriate since performance of the underlying contract to be awarded is to be accomplished within Bay County, Florida.

Bidder's Certification

BIDDER certifies that it has thoroughly familiarized itself with and inspected the site and has read and is thoroughly familiar with the CONTRACT DOCUMENTS. Additional site investigation, if deemed necessary by the BIDDER, shall be performed prior to BID submittal at the BIDDER's sole expense. Bidder certifies that the BID submitted is complete and is sufficient for the Bidder to provide a fully operational and working system in accordance with the CONTRACT DOCUMENTS. Furthermore, BIDDER certifies its understanding that neither the OWNER, PROJECT REPRESENTATIVE, nor ENGINEER shall provide any labor, equipment or materials of any kind, which may be required for the performance of the WORK, unless otherwise specifically directed by OWNER. Likewise, BIDDER certifies that it shall provide all equipment, materials, labor and services necessary to complete the WORK in accordance with the CONTRACT DOCUMENTS whether or not such equipment, material, labor, or service is

PCB26-31 PUBLIC WORKS SAFE ROOM AND GENERATOR

expressly identified. Such occurrences are deemed subsidiary obligations of the contract for which complete compensation is made under the Unit Price. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

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Bidder's Certification

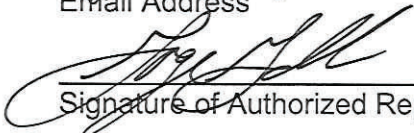
BIDDER certifies that it has thoroughly familiarized itself with and inspected the site and has read and is thoroughly familiar with the CONTRACT DOCUMENTS. Additional site investigation, if deemed necessary by the BIDDER, shall be performed prior to BID submittal at the BIDDER's sole expense. Bidder certifies that the BID submitted is complete and is sufficient for the Bidder to provide a fully operational and working system in accordance with the CONTRACT DOCUMENTS. Furthermore, BIDDER certifies its understanding that neither the OWNER, PROJECT REPRESENTATIVE, nor ENGINEER shall provide any labor, equipment or materials of any kind, which may be required for the performance of the WORK, unless otherwise specifically directed by OWNER. Likewise, BIDDER certifies that it shall provide all equipment, materials, labor and services necessary to complete the WORK in accordance with the CONTRACT DOCUMENTS whether or not such equipment, material, labor, or service is expressly identified. Such occurrences are deemed subsidiary obligations of the contract for which complete compensation is made under the Unit Price. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

BIDDER:

BGN Contractor
Name of Business

534 Oak Ave Panama City, FL 32401
Address

ggolden@bgncontractors.com
Email Address


Signature of Authorized Representative

7-2-26
Date

Gage Golden
Name of Bidder

850-258-1869
Phone Number

[END OF BID PROPOSAL FORM]

6. OTHER MANDATORY SUBMITTALS

The following mandatory submittal items are provided in accordance with Section 00021. Certain forms and supporting documents are uploaded separately in the DemandStar portal where a separate upload slot is provided.

Required Item	Response / Location
6a. Bonding Capacity	See attached
6b. Licenses	See attached
6c. Subcontractor Listing	See attached
6d. Resumes	Key personnel resumes are included in this RFP Submittal Document.
6e. Insurance Certificates	See attached
6f. Standard Forms	Bid Proposal Form, Affidavit of Compliance, Proposer's Certification, and W-9 are uploaded separately in DemandStar where separate required upload slots are provided.

August 7, 2024

Gage Golden Construction, LLC, dba BGN Contractors
1901 N East Avenue
Panama City, FL 32405

RE: Gage Golden Construction, LLC, dba BGN Contractors/ Bonding Capacity

To Whom it May Concern,

Acentria Insurance has the pleasure of handling the surety needs of Gage Golden Construction, LLC dba BGN Contractors ("BGN Contractors") through Atlantic Specialty Insurance Company. Atlantic Specialty Insurance Company is rated "A+" (Superior) with a financial size category of XV (Greater than or Equal to USD 2.00 Billion) by AM Best and has a US Treasury limit of \$86,061,000 and has been licensed to do business in the State of Florida for over 5 years.

Atlantic Specialty Insurance Company considers BGN Contractors to be a financially strong and well managed construction operation. Atlantic Specialty Insurance Company has agreed to provide surety credits to BGN Contractors for single project Performance and Payment bonds of up to \$6,000,000, with an aggregate uncompleted backlog of \$10,000,000 of which \$5,000,000 is available. All bonding is subject to Atlantic Specialty Insurance Company's acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

Consideration and issuance of bonds is a matter solely between Gage Golden Construction, LLC dba BGN Contractors and Atlantic Specialty Insurance Company and no liability is assumed to third parties or to you by the issuance of this letter.

We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Michael W. Brown'.

Michael W. Brown
Attorney-in-Fact for Surety



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GOLDEN, RONALD GAGE

BGN CONTRACTORS
1901 N EAST AVE
PANAMA CITY FL 32405

LICENSE NUMBER: CGC1520684

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 06/28/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Insurance Requirements

SECTION I: STANDARD INSURANCE COVERAGES

- Subcontractor | vendor must obtain and maintain the minimum insurance coverages and limits this Exhibit requires from the earlier commencement of work or the effective date of the subcontract/vendor order unless higher limits or additional coverages are mandated by the Subcontract | vendor order or Owner Contract. The Subcontractor | vendor is responsible for ensuring that the required coverages are in place and that any deficiencies in the insurance provided will not excuse them from fulfilling their obligations. The following coverages are required:

1.1 COMMERCIAL GENERAL LIABILITY	Insurance Required: YES	For GC & Subcontractors
	Coverage	Minimum Limits
	Per Occurrence	\$1,000,000
Gen Agg is: Per Project	General Aggregate	\$2,000,000
	Products-Completed Operations Aggregate	\$2,000,000
	Personal & Advertising Injury	\$1,000,000

POLICY FORM OR EQUIVALENT

- The required insurance coverage should be Commercial General Liability Insurance (CGL), written using ISO form CG 00 01 published on or before 10/01, or an earlier ISO edition occurrence form with similar provisions. The insurance coverage must cover the following hazards: (a) Construction Operation, (b) Subcontractors and Independent Contractors, (c) Products and Completed Operations, and it must also apply to the Additional Insured. Completed Operations coverage should remain in effect from the date of completion of the Scope until the expiration of the statute of repose of the State where the Project is located.

- The insurance policy should include:

(1) Contractual Liability coverage is sufficient to fulfill the Subcontract | Vendor order requirements. It should also include defense costs and attorney's fees assumed under the contract, which shall be payable in addition to the limit of liability. (2) Personal Injury Liability, with the standard contractual and employee exclusions deleted. (3) Notice and Knowledge of Occurrence. (4) No subsidence exclusion should be included in the policy.

ENDORSEMENTS REQUIRED - or substantial equivalent

Type	ISO's	Edition Dates or Prior
- Additional Insured	CG 11 85 or CG 20 10 & CG 20 37	12 19
- Waiver of Subrogation	CG 24 04	12 19
- Primary & Non Contributory	CG 20 01	12 19
Per Project Aggregate	ISO's CG 25 03	Any
Forms and Endorsements Pages	Listing all endorsements and exclusions	All

PROHIBITED EXCLUSIONS OR RESTRICTIONS - or substantial equivalent

Type	ISO's	Edition Dates or Prior
- Exclusion	CG 22 94 or CG 22 95	10 01
- Exclusion	No residential exclusions	
- Classification Limitation Endorsements	Remove any related endorsement	

- The insurance coverage must include bodily injury, property damage, broad form contractual liability, premises liability, independent contractors, and no residential or demolition exclusion. Additionally, it should cover blanket contractual liability, including tort liability of another, assumed in a contract, cross liability for additional insureds, and no subsidence exclusion. The obligations of defense or indemnification, including those assumed under the contract, should also be included. It's important to note that this insurance coverage should not limit or exclude coverage for work performed by subcontractors.

1.2 COMMERCIAL AUTO LIABILITYInsurance Required: **YES**

For GC & Subcontractors

Coverage	Minimum Limits
Combined Single Limit (CSL)	\$1,000,000

- The form to be used is ISO's CA 00 01 or its equivalent.
- Subcontractor | Vendor must have liability coverage (Symbol 1) for all owned, rented, hired, or borrowed autos and mobile equipment subject to compulsory insurance, financial responsibility laws, or other motor vehicle insurance laws.
- If hauling of hazardous waste is part of the Scope, Automobile Liability Insurance with a \$1,000,000 combined single limit per occurrence for bodily injury and property damage applicable to all hazardous waste hauling vehicles, and include MCS 90 endorsement and the ISO Form CA 9948 (Pollution Liability Broadened Coverage for Business Automobile).

1.3 WORKER'S COMPENSATIONInsurance Required: **YES**

For GC & Subcontractors

Statutory Limits	Employers Liab - Part B	Minimum Limits
	Each Accident	\$500,000
	Disease - Each Employee	\$500,000
	Disease - Policy Limit	\$500,000

- Worker's Compensation Insurance and Employer's Liability Insurance (including occupational disease) to cover statutory benefits and limits under the Worker's Compensation laws of any applicable jurisdiction in which the Scope is to be performed.

ENDORSEMENTS REQUIRED - or substantial equivalent

Type	NCCI	Edition Dates or Prior
- Waiver of Subrogation	WC 00 03 13	04 84
- Alternate Employer Endorsement	WC 00 03 01 A	02 89
- Worker's Comp Declaration Page	Showing all states coverage applies	
COVERAGE TERMS & CONDITIONS		
- USL&H Jones Act Endorsement - where applicable - Employers Liability/Stop Gap Liability if work is performed in Washington, Wyoming, Ohio, North Dakota, or the Commonwealth of Puerto Rico. - For the attainment of Worker's Compensation in monopolistic states and Puerto Rico, coverage must be secured through the state fund of that State. - The certificate must identify that coverage applies in the State where the Project is located.		

1.4 UMBRELLA LIABILITYInsurance Required **YES**

For General Contractors

Coverage	Minimum Limits
Per Occurrence/Aggregate	\$1,000,000

UNDERLYING INSURANCE COVERAGE

- All coverages and terms required under the Commercial General Liability, Automobile Liability and Employers Liability (sections 1.1, 1.2, and 1.3 above) must be included on the Umbrella Liability policy

COVERAGE TERMS & CONDITIONS

- Defense Cost
 - Drop Down Provision
 - Primary Coverage
 - Higher limits may be required by contractor | vendor or Owner on a project by project basis.
- Duty to Defend
Required for the Umbrella to drop down over the reduced or exhausted underlying policy aggregate
Umbrella or Excess Policy to primary to the Contractors general & automobile liability policies

1.5 LEASED EMPLOYEE LIABILITY

Insurance Required YES

GC & Subcontractors Leasing Employees

- If the subcontractor | vendor leases one or more employees through a payroll, employee management, or other company, they must obtain workers' compensation and employer's liability insurance directly. This insurance should be written on the "Minimum Premium" or "If Any" policy form. Additionally, the workers' compensation and employer's liability coverage provided to the leased employees by the payroll, employee management, or other company must be demonstrated and include an Alternate Employer/Leased Employee Endorsement, naming the Subcontractor or Vendor as the alternate employer. The employer's liability must be included in the umbrella/excess liability (except in states where employer's liability is unlimited) and scheduled accordingly.

1.6 Builders Risk / Installation Coverage

Insurance Required YES

GC & Subcontractors

- The subcontractor | vendor is required to have property insurance coverage for any tools and equipment they own, lease, or use while performing their work. The insurance must cover equipment, materials, and supplies that are stored off-site or in transit to the project site and will be incorporated into the project.

1.7 E&O & Cyber Liability

Insurance Required:

Design Professionals

Policy is Per: Claim

Coverage

Minimum Limits

Prime Design Professional

Per Claim / Aggregate

\$2,000,000 / \$2,000,000

Low Tier Design Professional

Per Claim / Aggregate

\$1,000,000 / \$2,000,000

- Subcontractor | vendor companies are required to have Professional Errors & Omissions and Cyber Liability Insurance that covers liability for any claims arising from errors, omissions, or acts of any entity they are legally responsible for providing professional services to. This policy should be primary and non-contributory, and the insuring agreement should clearly state that it will pay on behalf of the Subcontractor. The policy should be effective from the commencement date of all professional activities in connection with the project, including retroactively if applicable. The coverage should be maintained for three years following final acceptance of the project.

- In Cyber and Professional Liability Insurance, the term "Prime Design Professional" refers to a systems architect or software engineer who offers professional services directly to our company under a contract. On the other hand, "Sub-Design Professional" refers to an systems architect or software engineer who provides professional services directly or indirectly to a Prime Design Professional in relation to the project. It's worth noting that a Prime Design Professional is considered a Contractor/Subcontractor, while a Sub-Design Professional is regarded as a Sub-subcontractor.

- Coverages shall not include exclusions or other limitations related to the scope of services, project completion delays, or cost overruns, mold, fungus, asbestos, pollutants or other hazardous substances.

GENERAL INSURANCE REQUIREMENTS

Additional Insured

- The insurance required by this Exhibit (excluding only Worker's Compensation Insurance and Professional Liability Insurance) must name the Indemnified Parties as Additional Insureds and any other parties required by the Owner Contract. This insurance should be primary and non-contributory to any insurance maintained by the Indemnified Parties, Additional Insureds, or other parties required by the Owner Contract and should be stated on the Certificate of Insurance provided by the Subcontractor. Endorsement or policy language should be provided as evidence of Additional Insured and Primary and Non-Contributory coverage must be provided with the certificate of insurance for General Liability.

Waiver of Subrogation

- The subcontractor | vendor is required to maintain all necessary insurance coverages, which must include a waiver of any right of subrogation of the insurers against Indemnified Parties and Additional Insureds, as well as their respective assigns, subsidiaries, affiliates, employees, insurers, and underwriters. This waiver also applies to any right of the insurers to any set-off, counterclaim, or deduction, whether by attachment or otherwise, concerning the liability of any person insured under any policy, except for Workers Compensation, where permitted. If any of the Indemnified Parties and Additional Insureds are partially or wholly self-insured, then the waiver of subrogation shall apply as if their insurance covered them.

Sub-Subcontractors

- Subcontractor must ensure that any lower tier sub-subcontractors performing work under the Contract maintain insurance coverage comparable in form and amount to what this Contract requires. The Subcontractor must also provide evidence of such insurance coverage to the Contractor before the sub-subcontractors begin their work. If specific trades require different insurance coverage, the Contractor must give prior approval.

Insurer Requirements

- For the insurance coverage required in this Exhibit, each insurer must be a licensed admitted insurer authorized to provide coverage in every state where any part of the Scope is performed. The insurer must have an AM Best rating of "A-VI" or higher and be acceptable to the contractor | vendor.

Notice of Cancellation

- All insurance coverages required by this contract shall contain a provision that the coverage afforded hereunder cannot be canceled, non-renewed, allowed to lapse, or have any restricted modifications added unless at least Thirty Days (30) days prior written notice has been given.

Acknowledgement of Referral of this provision to the Subcontractor's Insurance agent or Broker

- The contractor represents that it has provided a copy of the "Insurance Requirements" to his agent or broker, and the subcontractor has instructed the agent or broker to provide insurance in full compliance with the terms and conditions herein.

Insurance Policy | Endorsement Review

- The contractor and owner can request copies of all insurance policies. These policies cannot have unacceptable exclusions to the contractor and owner. The insurance carrier must certify that the policies are accurate and complete if requested. The contractor and owner have the sole discretion to reject any exclusions that are unacceptable to them. Reviewing and approving insurance policies does not waive any rights created by or provisions contained in the Exhibit, even if they differ from the policies.

Breach of Insurance Agreement

- If the subcontractor or vendor fails to obtain and maintain the required insurance coverages as stated in this Exhibit or any other attachment, it will be considered a significant violation of the subcontractor or vendor order. In such cases, in addition to any other remedies and rights mentioned in the subcontractor or vendor order, the contractor or owner may terminate the subcontractor or vendor for default, or they may purchase the coverage and back-charge the premium and associated costs to the subcontractor or vendor. Furthermore, any of the indemnified parties or additional insureds may require the subcontractor or its subcontractors to pay for all attorney's fees, expenses, and liability in case of any claim or lawsuit for which coverage would have been provided under the subcontractor or vendor's insurance program, but for a breach by the subcontractor or vendor or any of its subcontractors. The insurers of the entities that were supposed to be included as additional insureds are third-party beneficiaries of the insurance procurement obligation and have the same rights against the breaching party as the indemnified parties or additional insureds to the extent of their respective interests.

Insurance Certificates



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/03/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).			
PRODUCER Hall Insurance Agency 13510 A Hutchison Blvd		CONTACT NAME: Hazel Land PHONE (A/C, No, Ext): (850) 234-2434 FAX (A/C, No): E-MAIL ADDRESS: hazel@hallinsurancepcb.com	
Panama City Bch FL 32407		INSURER(S) AFFORDING COVERAGE INSURER A: AUTO OWNERS INS CO NAIC # 18988 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Gage Golden Construction llc dba BGN Contractors 1901 N East Ave PANAMA CITY FL 32405-6213			

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ 19			5228434600	04/24/2026	04/24/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							

CERTIFICATE HOLDER	CANCELLATION
City of Panama City Beach 17007 Panama City Beach Parkway Panama City Beach, FL 32413	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Keith Hall</i>

AGENCY CUSTOMER ID: _____
 LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Hall Insurance Agency		NAMED INSURED Emerald Coast Building Group Llc	
POLICY NUMBER 5228434600			
CARRIER AUTO OWNERS INS CO	NAIC CODE 18988	EFFECTIVE DATE: 04/24/2022	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: Acord25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

CODE	Description
RREIM	Rental Reimbursement



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/04/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh McLennan Agency, LLC - Bouchard Region 101 North Starcrest Drive Clearwater, FL 33765	CONTACT NAME: PHONE (A/C, No, Ext): (727) 447-6481 FAX (A/C, No): E-MAIL: ADDRESS:
INSURER(S) AFFORDING COVERAGE	
INSURER A : American Zurich Insurance Company	
NAIC # 40142	
INSURED FrankCrum 12, Inc. Alt. Emp: Gage Golden Construction, LLC dba: BGN Contractors 100 South Missouri Avenue Clearwater, FL 33756	
INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

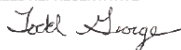
COVERAGES **CERTIFICATE NUMBER:** 26FL0801222159 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED ☐ HIRED AUTOS ONLY ☐ AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below			WC 47-58-512-15	06/01/2026	06/01/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				Location Coverage Period:	06/01/2026	06/01/2027	Client# B0839-FL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:
 Gage Golden Construction, LLC dba: BGN Contractors
 1901 N East Ave
 Panama City, FL 32405

CERTIFICATE HOLDER City of Panama City Beach 17007 Panama City Beach Parkway Panama City Beach, FL 32413	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

6c. Subcontractor Listing

The following subcontractors are anticipated for the Public Works Safe Room and Generator project.

Subcontractor	Scope of Work
Davis Built	Concrete foundations, generator room slab/footings, ADA sidewalk, and related concrete demolition.
DM Custom Masonry, LLC	Masonry / CMU additions, exterior wall infill, gable wall CMU, grout/reinforcement, and cleanup.
Stone Wall Construction LLC	Metal framing, gypsum board, rigid insulation, sound insulation, and acoustical ceilings.
Legacy Painting LLC	Painting and coatings.
ABG Caulking Contractors, Inc.	Joint sealants and related caulking.
Anchor Door & Hardware LLC	Doors, frames, hardware, toilet accessories, lockers, and related Division 08 / Division 10 scope.
Glass Ventures, Inc.	ICC-500 storm-rated windows / glazing.
Phipps Cabinets, Inc.	Casework and plastic laminate windowsills.
Pro Floors Plus	LVT, rubber base, resinous flooring, sealed concrete, and installation.
Frank Wood & Son Services, LLC	Plumbing piping, fixtures, domestic water, sanitary, condensate piping, and related plumbing work.
Tarpon Dock Air Conditioning	HVAC work.
Bright Future Electric	Electrical work, generator, demolition, and communications cabling.
MarkMaster, Inc.	Interior signage, exterior signage, and safe-room / shelter signage.

Additional lower-tier vendors, suppliers, and specialty providers may be utilized as required to complete the work in accordance with the contract documents.

6d. RESUMES - KEY PERSONNEL

Project Manager - Jason Bryant

Years of Construction Experience: 10+

Years with BGN Contractors: 6+

Certifications: OSHA 30-Hour Safety Training

- Bay County Courthouse Renovations - Project Management
- Aaron Bessant Park Improvements - Project Management
- Lynn Haven Public Works - Project Management
- Liberty County Courthouse Renovations - Project Management

Professional Summary: Jason serves as Project Manager and is responsible for overall project coordination, scheduling, subcontractor management, cost control, and communication with owners and design professionals. He has managed commercial, institutional, and public projects ranging from interior renovations to pre-engineered metal buildings and site development. His experience includes multi-trade coordination, procurement, and successful delivery of projects within active and occupied facilities.

Project Superintendent - Chad Padgett

Years of Construction Experience: 20+

Years with BGN Contractors: 6+

Certifications: OSHA 30-Hour Safety Training

- Bay County Courthouse Renovations - Superintendent
- Aaron Bessant Park Improvements - Superintendent
- Lynn Haven Public Works - Superintendent
- Liberty County Courthouse Renovations - Superintendent

Professional Summary: Chad serves as Project Superintendent and is responsible for daily on-site supervision, subcontractor coordination, quality control, safety compliance, inspections, and field documentation. His experience includes municipal and commercial building projects, renovations tied into existing facilities, public facility improvements, and coordination of multiple trade scopes in active work environments.

Estimator / Preconstruction - Monty Oliva

Years of Construction Experience: 8+

Years with BGN Contractors: 2024-Present

Certifications: Construction Quality Management for Contractors (CQM-C); OSHA 30-Hour Safety Training

- Aaron Bessant Park Improvements - Estimating / Preconstruction
- Various Commercial & Institutional Projects - Estimating
- Tyndall AFB Lodging Facility - Assistant Project Management

Professional Summary: Monty supports preconstruction planning and estimating efforts for commercial and institutional projects throughout the Florida Panhandle. His experience includes scope development, subcontractor solicitation, bid leveling, and cost analysis to ensure complete and competitive proposals. He works closely with project management and field supervision teams during early project planning to promote constructability, scope alignment, and budget control.

Safety Program & OSHA Record

BGN Contractors maintains a comprehensive safety program applicable to both company personnel and subcontracted forces. Project-specific safety planning, regular jobsite safety meetings, and enforcement of OSHA standards are implemented on all projects to promote a safe working environment and minimize risk.

All field operations are conducted in compliance with applicable federal, state, and local safety regulations. Subcontractors are required to adhere to BGN Contractors' safety standards and coordinate jobsite safety procedures throughout the duration of each project. Safety planning for this project will account for the working Public Works facility, demolition activities, overhead work, concrete/masonry/structural activities, MEP tie-ins, and generator/electrical coordination.

OSHA Citations (Past Five Years): None.

Workers' Compensation Claims (Past Five Years): None.

Experience Modification Rate (EMR): .95

OSHA’s Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you’ve added the entries from every page of the Log. If you had no cases, write “0.”

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA’s recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . . (M)			
(1) Injuries	0	(4) Poisonings	0
		(5) Hearing loss	0
(2) Skin disorders	0	(6) All other illnesses	0
(3) Respiratory conditions	0		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Gage Golden Construction LLC DBA BGN Contractors

Your establishment name

Street 25 W Oak Ave

City Panama City State FL ZIP 32401

Industry description (e.g., Manufacture of motor truck trailers)
General Contractor

Standard Industrial Classification (SIC), if known (e.g., 3715)
1542

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 18

Total hours worked by all employees last year 11,405.5

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

 Administrative Director

Company executive Title

850-890-6931 01/27 2026

Phone Date



CITY OF PANAMA CITY BEACH
17007 Panama City Beach Parkway, Panama City Beach, Florida 32413

PCB26-31 RFP - Public Works Safe Room & Generator
Monday, June 8, 2026
9:00AM

Bid Meeting Opened at 9:00 AM and Concluded at AM

	CONTRACTOR/VENDOR	DATE/TIME BID RECEIVED	PAPER or DEMANDSTAR	BID PROPOSAL Submittal	BID PROPOSAL FORM	AFFIDAVIT OF COMPLIANCE	BID BOND	W9	PROPSERS CERTIFICATION	INSURANCE	SIGNED ADDENDUMS: 1 - 3	LUMP SUM	RESPONSIVE BID - Minimum Requirements Provided
1	Sessions Contractors Group Inc	7/2/2026 @ 8:14 AM	DemandStar	X	X	X	X	X	X	X	X	\$1,784,750.00	Non-Responsive Submission - Mandatory Items Missing from Proposal
2	BGN Contractors	7/2/2026 @ 8:20 AM	DemandStar	X	X	X	X	X	X	X	X	\$1,700,000.00	YES
3	H.A. Contracting Corp	7/2/2026 @ 8:30 AM	DemandStar	X	X	X	X	X	X	X	X	\$1,994,000.00	YES
4													
5													
6													
7													
8													
9													
10													

Bid tabulation is preliminary - bids are still reviewed for responsibility and are not finalized until awarded by City Council.

City of Panama City Beach Florida - Request for Proposals
Public Works Safe Room and Generator
PCB26-31

Per the RFP, scoring for each responding firm was determined using the assigned points for each of the referenced criteria elements:

Criteria Element	BGN Contractors			H.A. Contracting		
	Average Score	Total Possible Points	Points Scored	Average Score	Total Possible Points	Points Scored
I. Proposer's approach to the Project and assigned Team. Proposer's understanding of the project, approach and methodology, the Project Team and availability, Project coordination and communication, Risk identification and mitigation. Added valuable approaches (optional)	4.42	15	13.25	3.98	15	11.95
II. Proposer's Schedule - Milestones, Feasibility, Understanding, Risks and Dependencies, and Timeliness.	4.25	5	4.25	4.17	5	4.17
II. Past Performance - Proposer must provide three (3) representative projects completed in the last ten (10) years for a governmental agency or public safety facility. Listed any pending litigation and Change Order history for comparable projects over the past ten (10) years.	4.08	10	8.17	3.58	10	7.17
III. Price Proposal - Completed by Purchasing	NA	70	70.00	NA	70	59.68
	TOTAL	100	95.67	TOTAL	100	82.96
			1.00			2.00

Scoring Legend	
Superior:	4.1 - 5
Excellent:	3.1 - 4
Good:	2.1 - 3
Fair:	1.1 - 2
Poor:	0 - 1

RANKING ORDER

BGN Contractors

H.A. Contracting

95.67

82.96

PUBLIC WORKS



PRESENTED BY:
JOHN ADAIR, P.E.
PUBLIC WORKS DIRECTOR

PUBLIC WORKS SAFE ROOM

FDEM/FEMA HMGP GRANT PROJECT

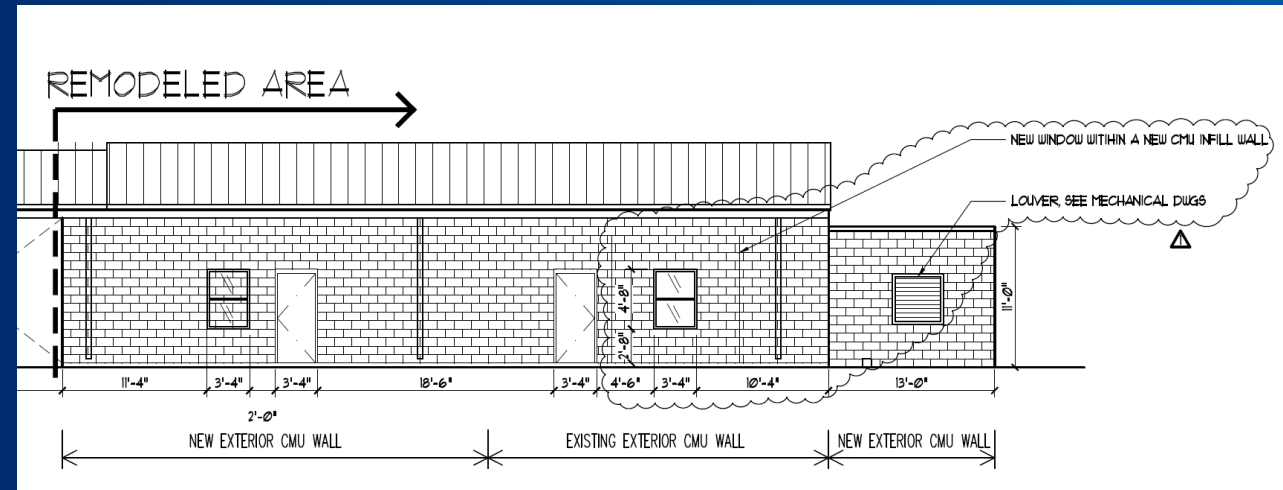
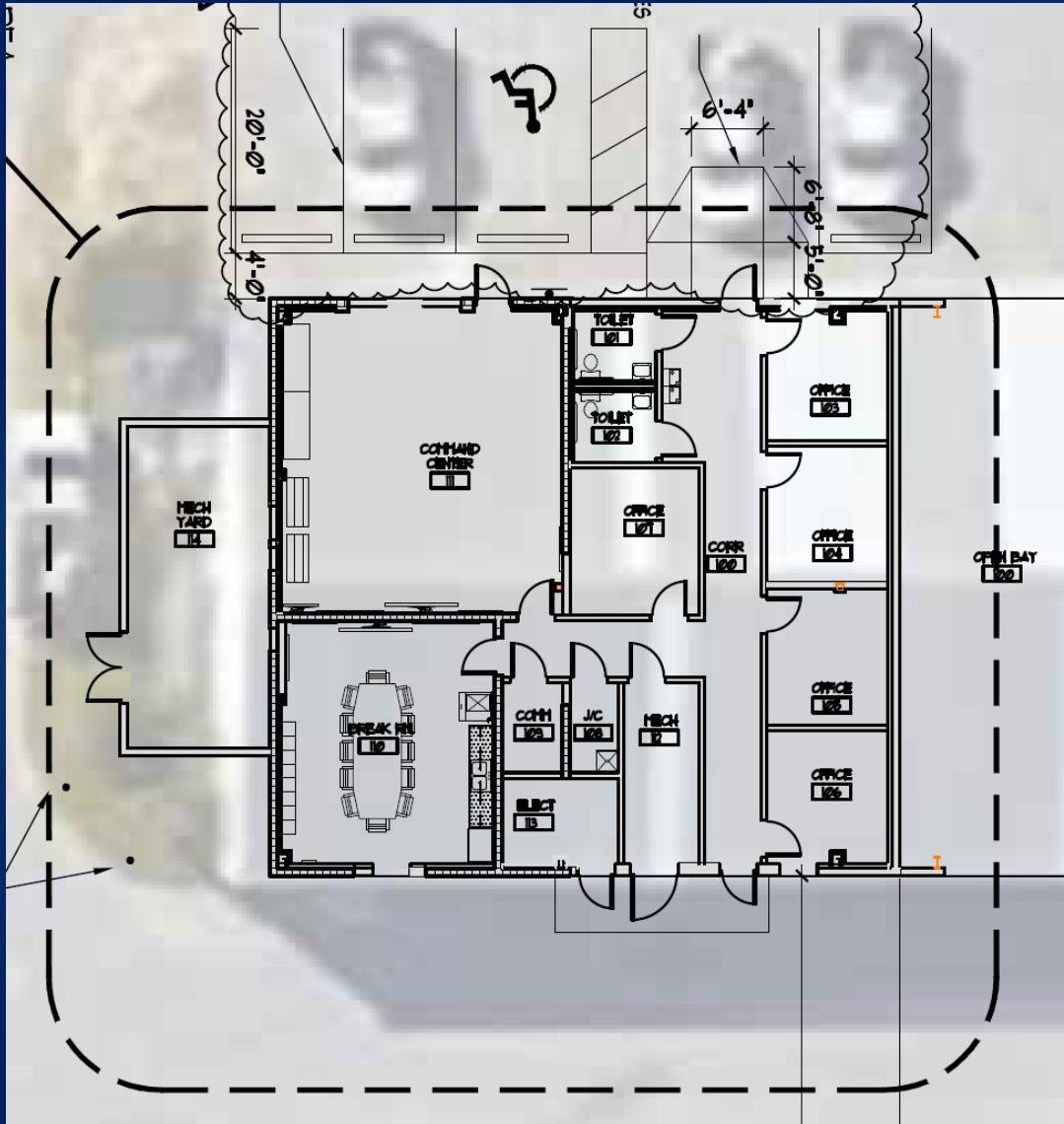
Project Background

GRANT FUNDED

- Res 25-118 Approved at May 22, 2025 Council Meeting
- \$692,702.80
- Florida Department of Emergency Management (FDEM)
- FEMA Federal Funds
- Hazard Mitigation Grant



Proposed Plan



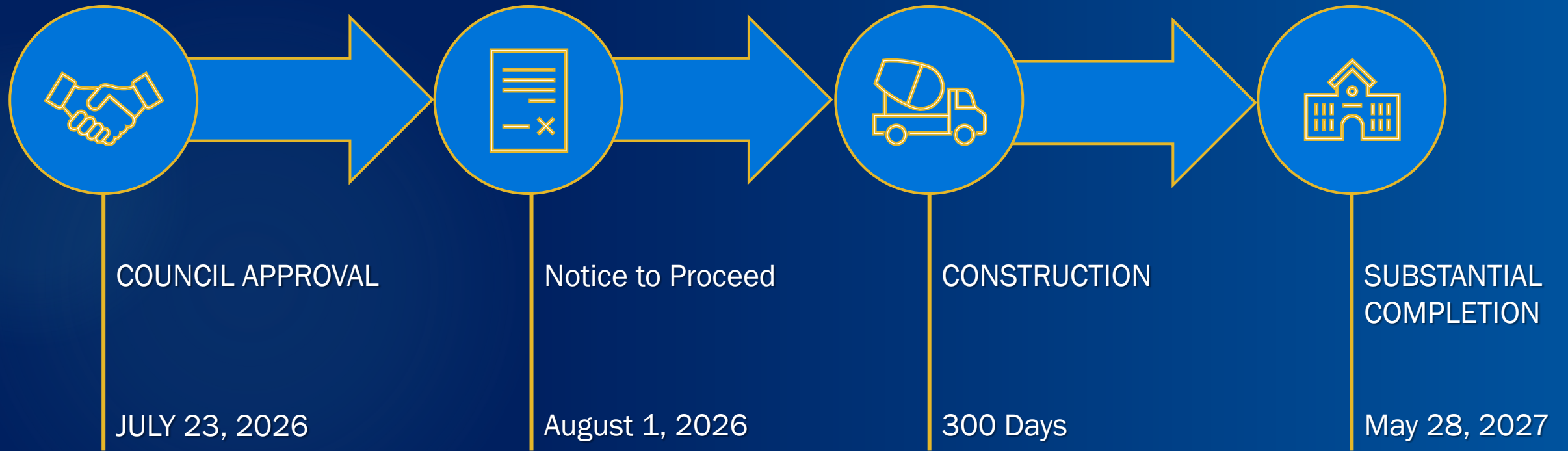
BID RESULTS

RFP – 70 Pts for Cost, 30 for Proposal

CONTRACTOR	TOTAL POINT AVG	LS BID
BGN Contractors	95.67	\$1,700,000.00
H.A. Contracting	82.96	\$1,994,000.00

***ARCHITECTS' OPINION OF PROBABLE COST \$1,577,562.40**

Construction Schedule



Questions?



RESOLUTION NO. 26-144

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH CP2 CONSULTING, INC., FOR COMPREHENSIVE STRATEGIC PLANNING SERVICES FOR THE CITY; AND AUTHORIZING EXPENDITURES UNDER THE AGREEMENT IN THE AMOUNT OF \$34,500.00 PLUS TRAVEL EXPENSES BILLED AT ACTUAL COSTS.

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

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and CP2 Consulting, Inc., relating to Comprehensive Strategic Planning Services for the City, in substantially the form attached as **Exhibit A** and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.
2. The City Manager is authorized to make expenditures under the Agreement in the amount of Thirty-Four Thousand Five Hundred Dollars and No Cents (\$34,500.00) plus travel expenses billed at actual costs.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of July 2026.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

Lynne Fasone, MMC, City Clerk

City of Panama City Beach, FL

Proposal for Comprehensive Strategic Planning Services



May 2026

Prepared by: CP2 Consulting



May 14, 2026

Holly White
Arin Thrower
Webb Warren
City of Panama City Beach, FL

RE: Comprehensive Strategic Plan Services Proposal

Dear Holly, Arin and Webb:

Strategic plans don't fail because of poor vision; they fail because of poor implementation. Most strategic planning consultants deliver a polished document and move on. CP2 Consulting does something different: we stay with you through the entire process, building the project plans and accountability structures that turn a strategic plan into real organizational change.

CP2 Consulting is pleased to submit our proposal to assist the City Council and community of Panama City Beach with comprehensive strategic planning services. The following approach specifically addresses the City's desired outcomes as we understand them, including:

- Facilitate the development of the organization's mission and vision to set strategic direction;
- Conduct internal and external stakeholder engagement via focus groups, online surveys, and interviews;
- Facilitate a strategic planning process with the City Council and senior leadership to develop measurable goals;
- Build an implementation strategy - with project plans, named ownership, and deadlines - to ensure the plan is operationalized; and
- Provide a final summary report of the strategic planning process and outcomes for use by the City Council, staff, and community.

Strategic planning is not a supplementary offering for CP2 Consulting - it is the entirety of our practice. I will serve as the lead consultant for this project. My career has been spent in and around local government, starting as a 911 Dispatcher and through leadership roles with the Alliance for Innovation and the Wisconsin City/County Management Association. I hold a Master of Public Administration (MPA) with a specialization in public leadership and strategic management, and a Certification in Strategic Planning endorsed by George Washington University and the Baldrige Foundation - one of the most rigorous credentials available in our field.

Thank you for the opportunity to provide these services to Panama City Beach.

Sincerely,



Cory Poris Plasch, CEO
CP2 Consulting, Inc.

Why CP2 Consulting

When evaluating strategic planning proposals, it can be difficult to distinguish between providers. Here is what sets CP2 Consulting apart:

★ **Specialized Expertise & Certification**

Strategic planning is our sole focus - not one service among many. Cory Poris Plasch holds a Certification in Strategic Planning endorsed by George Washington University and the Baldrige Foundation, one of the most rigorous credentials available in the field. Our methodology is continuously refined based on industry trends and direct client experience with local governments.

★ **Measurable Plans - Not Just Goals**

Every strategic goal we develop includes clear Performance Targets: defined outcomes, key performance indicators, and measurable benchmarks. Many strategic plans articulate aspirational goals but never define what success looks like. Ours do. You will always know whether you're on track.

★ **Built-In Implementation - So the Plan Gets Done**

Research consistently shows that the majority of strategic plans are never fully implemented. The most common reason: no accountability and no deadlines. CP2 Consulting addresses this directly. We do not hand you a document and leave. We build project plans for every initiative - with milestones, named ownership, and deadlines - and conduct ongoing check-ins to ensure progress.

Project Approach

Strategic planning, at its core, is establishing a clear direction forward for the organization in alignment with its mission and core values. The CP2 Consulting strategic planning methodology is based on leading practices in the field, refined through years of client engagements with local governments and nonprofits. Our methodology is comprehensive and thorough while remaining flexible enough to meet the specific needs of each client.

For Panama City Beach, CP2 Consulting recommends a multi-phased, participative process that engages the City Council, leadership, and broader community to shape the City's future direction.

Phase 1: Project Launch

This phase establishes a shared foundation for the engagement, including:

1. Project review meetings with key City project staff to confirm the scope of work and expected outcomes;
2. Provide an overview of the strategic planning process;
3. Review history and current fit of mission and vision and assessment of needed adjustments;
4. Identify and confirm internal stakeholder involvement and the overall environmental scanning process elements; and
5. Discuss current organizational culture.

The purpose of this phase is to confirm the overall project scope and intended outcomes and make any necessary refinement to the project plan and budget.

Phase 2: Stakeholder Engagement

Stakeholder engagement is a foundation of effective strategic planning. It allows the organization to be understood from multiple perspectives - community members, staff, elected officials, and external partners.

Internal stakeholders include individuals within the organization: employees at all levels, the governing Board, and Committees and Commissions. Their input is essential to successful implementation.

External stakeholders include residents, historically underrepresented populations, businesses, educational institutions, and other taxing jurisdictions.

Engagement methods for this project include:

- Invitational focus groups.
Facilitated sessions of 8 to 12 individuals, approximately 90 minutes each, from selected stakeholder groups. Groups can be either internal or external stakeholders. *For this project, nine focus groups are recommended, with at least two consisting of City staff, and other groups consisting of additional key stakeholders.*
- Online survey of stakeholders.
These surveys can be targeted to internal or external stakeholder groups, a subsection of internal or external stakeholder groups, and/or the entire community. A semi-custom survey is developed collaboratively between the Administrator and/or other key staff and the consultant.

For this project, two surveys are recommended:
 - an internal survey of staff; and
 - a statistically valid, external stakeholder (community) survey through FlashVote.
- Board Interviews.
Interviews with members of the City Council will be conducted to introduce the consultant(s) and acquire the perspective of the elected officials regarding the current environment, challenges, and issues.

Phase 3: Understanding the Operating Environment

The introductory step in sound strategic planning is a clear-eyed view of the environment in which the organization operates.

CP2 Consulting will facilitate three complementary analyses.

- Environmental Scan
A structured analysis of external forces affecting the City, including financial and economic conditions, demographics, political and intergovernmental relationships, technology trends, environmental sustainability, and the regulatory environment. Generated by the consultant with guidance from staff. This is shared with the governing council and staff in advance of the strategic planning workshops.
- Organizational Profile
A snapshot of the City's governance structure, organizational capacity, work processes, and strategic challenges. Generated by staff with guidance from the consultant. This is shared with the governing council in advance of the strategic planning workshops.
- SWOT Analysis
A confidential questionnaire administered to all strategic planning participants prior to the retreat. Results are compiled by the consultant to encourage candor and provide leadership with an honest picture of the organization's strengths, weaknesses, opportunities, and threats. The data generated is used at the strategic planning retreat.

Phase 4: Strategic Planning Workshops

Board Development and Visioning Session (Optional)

Effective governance requires a shared understanding of roles, priorities, and how the Board works as a team - a challenge in local government, where elected boards are inherently rotating and members join with varying levels of institutional knowledge.

This session brings together the governing Board and staff leadership for a facilitated experience focused on both the Panama City Beach of *today* and the Panama City Beach of the *future*. It covers three areas: board roles and governance expectations (shared clarity around roles, communication norms, and decision-making); institutional orientation (ensuring all members have a common foundation in the community's strategic context and systems); and community visioning (structured small-group brainstorming about Panama City Beach's future concluding with a facilitated large group discussion).

This session is especially valuable when the board has experienced recent change or when strengthening alignment before substantive planning work would be beneficial. *(This session is typically 3 hours.)*

Strategic Planning Session #1 – Stakeholder Results Review (approximately 1 hour)

This session is dedicated to reviewing the results of stakeholder feedback, including surveys and focus groups. The session concludes with a facilitated discussion amongst the governing Board regarding issues raised. (This session can be combined with a regularly scheduled City Council meeting or work session)

Strategic Planning Session #2 – Organizational Purpose, Mission and Vision, and Strategic Goal Development (approximately 3.5 hours)

This session includes the City Council and leadership team and focuses on reviewing or confirming organizational purpose, examining the operating environment, and establishing strategic goals. Includes a facilitated discussion of organizational culture and review/update of mission and vision. (This session can be combined with Session #3 as a full-day retreat)

Strategic Planning Session #3 – Establish Outcomes, Key Indicators, Performance Targets (approximately 3.5 hours)

This session includes the City Council and leadership team and is dedicated to defining a set of outcomes, key performance indicators, and measurable targets for each strategic goal. This is where the plan becomes accountable; clear alignment between goals and measures ensures buy-in throughout the organization and gives leadership a meaningful way to assess progress.

Phase 5: Implementation Strategy and Plan

Why Implementation Matters

Research consistently shows that the majority of strategic plans are never fully implemented. The most common reasons: no one is held accountable, and there are no deadlines. A plan without implementation is a document that sits on a shelf. CP2 Consulting addresses this directly: the implementation phase is not optional or an add-on. It is built into our core methodology.

Following adoption of the strategic goals and performance targets, CP2 Consulting will partner with the City to build the organizational infrastructure needed to make the plan operational. We will help assemble a cross-functional Implementation Team, representing staff from multiple levels and departments, to ensure that every part of the organization understands its role in achieving shared goals.

Implementation Session(s) - Initiatives/Project Plans

Conducted with the Implementation Team, this consists of either one or two sessions, depending on organizational needs. The focus is on translating strategic goals into departmental initiatives and project plans, including milestones, named task ownership, and deadlines. Options for tracking and managing progress - from internal spreadsheets to dedicated software - will be evaluated with the leadership team. A Strategic Plan Final Report including an Executive Summary will be submitted to the Manager once Initiatives are finalized.

Progress Check-ins

Three remote sessions (approximately 30-60 minutes each) with the Implementation Team to review progress on strategic goals, surface obstacles, celebrate successes, and reinforce accountability. Conducted via Zoom or Teams at intervals agreed upon with the City.

Project Timeline

All sessions and workshops will be scheduled at dates mutually convenient for the City and CP2 Consulting. The timeline below is a sample based on a project launch in mid-June 2026:

Sample Project Plan*

STEP	POTENTIAL DATES*	ACTIVITIES
Project Initiation	July 13, 2026	Project planning, Kick-off senior management session
Stakeholder Engagement (surveys, focus groups)	July 15 - September 15, 2026	Internal stakeholder and statistically valid community survey; focus groups
Development of Environmental Scan, Organizational Profile	August 15 - September 15, 2026	Environmental Scan, Organizational Profile
Strategic Planning Session #1	October 8, 2026	Review Stakeholder Feedback (surveys and focus group information)
Strategic Planning Session #2	January 8, 2027	Board Development and Visioning Session
Strategic Planning Sessions #3 and #4**	January 9, 2027	Strategic planning sessions including review and updating of mission and vision; Goals, Outcomes and Performance Targets
Strategy Implementation Session #1	January 25, 2027	Management & staff session Initiatives, action plans, performance management
Summary Report including Executive Summary	February 17, 2027	Report submitted for client review
Quarterly Check-Ins	TBD	Consultant-client review, strategy session

*Dates to be confirmed after initial project meeting between the City project staff and CP2 Consulting

**Option to have one full day or two half days

Consultant Information

About CP2 Consulting

CP2 Consulting is a strategic planning and organizational development firm that works exclusively with local governments and nonprofits to create and implement strategic plans that achieve measurable outcomes. Strategic planning is not one service among many for us, it is our entire practice.

Our approach is data-driven and participative, integrating leading performance management practices to help clients measure results, build accountability, and implement strategies with significant impact. We incorporate organizational culture as a core component of every engagement, building the internal conditions that sustain strategic momentum long after the planning process is complete.

Founded in 2021 by Cory Poris Plasch, CP2 Consulting has worked with communities across the United States including Wisconsin, Illinois, Michigan, Iowa, Minnesota, Florida, Tennessee, Texas, and Washington.

Project Lead

Cory Poris Plasch, MPA, President/CEO of CP2 Consulting.

Cory has served in a variety of leadership positions in the public and private sector including Executive Director of the Wisconsin City/County Management Association, Membership Director for the Alliance for Innovation, and most recently as Vice President of Strategic Development at POLCO. Her local government experience ranges from 911 Dispatcher to the City Manager's Office in several communities.

She holds a Master of Public Administration from Northern Illinois University with a specialization in public leadership and strategic management, and a Certification in Strategic Planning endorsed by George Washington University and the Baldrige Foundation - one of the most rigorous credentials available in the strategic planning profession.

Cory speaks nationally on topics including data use in local government, strategic plan implementation, engaging hard-to-reach populations, and organizational innovation. She has been supporting local governments with stakeholder engagement, performance measurement, and strategic planning since 2015.

Contact Information

CP2 Consulting | 25 N River Lane, Suite 25431, Geneva, IL 60134

Office: 262-362-8841 | Cell: 630-476-0763 | Email: cory@cp2-consulting.com

Client References

CP2 Consulting has worked with numerous clients on strategic plans and strategic plan implementation. References include:

Nolan Ming, City Administrator, McMinnville, TN
E-mail: nming@mcminnvilletn.gov 931-473-1203 (O)

Phil Kiraly, Village Manager, Glencoe, IL
E-mail: pkiraly@villageofglencoe.org Phone: 847-461-1101 (O)

Ben McCready, Assistant City Administrator, Geneva, IL
Email: bmccready@geneva.il.us 630-938-4540 (O)

Investment

The investment below reflects a comprehensive engagement that goes well beyond plan development. Included in the scope is a full implementation phase - project plans with milestone tracking, named accountability, and ongoing check-ins - that most strategic planning proposals do not offer. We do not hand you a document and leave. We build the organizational infrastructure to ensure the plan gets done.

Strategic Planning Services (all phases, excluding stakeholder engagement and Board Development and Visioning session) **\$22,000**

Stakeholder Engagement

External Stakeholder Survey (<i>contracted directly through FlashVote</i>)	\$9,900
Internal Stakeholder Survey	\$2,500
Focus Groups (3 groups per day, 3 days, nine groups total)	\$6,000

Board Development and Visioning Session **\$4,000**

Total investment including all options (except travel and FlashVote) is: **\$34,500***

*Travel Expenses are billed at actual transportation and lodging costs only.

All proposed costs are inclusive. There are no additional expenses anticipated; facilitation materials and standard project resources are all included in the total project fee.

Any adjustments to scope or cost will be discussed and agreed upon in advance, ensuring full transparency throughout the process.

Payment Terms:

- 25% due upon execution of this agreement
- 25% due 30 days following the agreement's execution
- 25% due 90 days following the agreement's execution
- 25% due upon submission of the final report

Payment due upon receipt.

If this proposal is acceptable, please sign below and return one copy to Cory Poris Plasch at cory@cp2-consulting.com



May 14, 2026

Cory Poris Plasch

Date

Approval:

City of Panama City Beach

Date



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Holly White, Administration

2. MEETING DATE:

July 23, 2026

3. REQUESTED MOTION/ACTION:

Approve waiver of spectator admission fees to the Russell-Fields City Pier for Bay County residents during the months of August and September 2026.

4. AGENDA: REGULAR AGENDA AND DISCUSSION / ACTION ITEMS

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Quality of Life

N/A

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

At a previous City Council meeting earlier this year, Mayor Tettemer suggested that pier admissions be waived for Bay County residents for a period of time in 2026 in honor of America 250. The Mayor's suggestion prompted discussion amongst the Council which led to direction to have staff bring back implementation ideas for consideration.

After reviewing the issues raised by the Council, Staff recommends that spectator admission fees to the Russell-Fields City Pier be waived for all Bay County residents during the months of August and September 2026 in honor of America 250. The fee waiver applies to spectator admissions only; fishing admission fees will not be waived during the promotion period. The point-of-sale ("POS") system utilized by Pier staff will be configured to track the complimentary entries by zip code to provide demographic information which will allow us to determine who is utilizing the facility. The expiration date for current resident spectator passholders will be extended by two months.

Staff recommends approval.

[Res No. 26-145 Pier Access America 250 Waiver Fees.pdf](#)

[Proposed Promotion Guidelines_Pier Spectator Fee Waiver_Bay County Residents_Aug and Sept 2026.pdf](#)

RESOLUTION NO. 26-145

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA,
HONORING AMERICA'S 250TH ANNIVERSARY BY PROVIDING FREE
SPECTATOR ACCESS FOR BAY COUNTY RESIDENTS TO THE
RUSSELL-FIELDS CITY PIER DURING AUGUST AND SEPTEMBER
2026.**

WHEREAS, the City of Panama City Beach joins the United States of America in commemorating the 250th anniversary of the Country's founding, a milestone recognizing the nation's history, values, and continued commitment to democracy; and

WHEREAS, Panama City Beach desires to honor this historic occasion by encouraging community participation in America 250 festivities and providing opportunities for residents and visitors to celebrate together; and

WHEREAS, providing free pier access for spectators who are residents of Bay County is expected to benefit the local economy, support family-friendly tourism, and showcase Panama City Beach's commitment to inclusive public programming.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Panama City Beach, Florida, that spectator admission fees to the City's Russell-Fields Pier shall be waived for Bay County residents during the months of August and September 2026.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of July 2026.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

Lynne Fasone, MMC, City Clerk



- **Proposed Promotion Period:** August 1 – September 30, 2026
- **Eligibility Verification:** Adults must present a valid photo ID at the gate verifying their Bay County residential address and zip code.
- **Eligible Zip Codes:** 32404, 32405, 32444, 32401, 32407, 32408, 32413, 32466, 32456, 32409, 32438, 32403, 32410
- **Tracking & Reporting:** The POS system will be configured to track the number of complimentary entries. Staff will provide a summary report in October.
- **Scope:** Promotion applies to spectator admission only. No discounts will be offered for fishing admission.
- **Resident Passholders:** The expiration date for current Resident Spectator Passholders will be extended by two months.



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Lynne Fasone, City Council

2. MEETING DATE:

July 23, 2026

3. REQUESTED MOTION/ACTION:

Discuss and provide staff direction regarding roundabout gateway feature.

**4. AGENDA: REGULAR AGENDA AND
DISCUSSION / ACTION ITEMS**

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** No

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Attractive Community

Public Safety

**7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE
ACHIEVED?**

Per Councilman Register's request, discuss the proposed roundabout gateway feature, and provide staff direction regarding next steps.

[Councilman Register - Roundabout Gateway Feature.pdf](#)

From: Ethan Register <Ethan.Register@pcbfl.gov>

Sent: Thursday, June 25, 2026 3:03 PM

To: Drew Whitman <Drew.Whitman@pcbfl.gov>; Cole Davis <coledavis@dmwlawgroup.com>

Subject: Roundabout Gateway Feature Discussion

Drew and Cole,

I wanted to share some thoughts regarding the discussion around a potential fountain or water feature within the proposed roundabout.

After several conversations with members of the TDC, my sense is that there is some hesitation about incorporating an active water feature in a major traffic intersection, particularly given the volume of visitors we welcome each year. The primary concern seems to be balancing aesthetics with traffic safety and minimizing unnecessary distractions for drivers who may already be navigating unfamiliar roadways.

If our goal is to create a memorable gateway feature for Panama City Beach, I think it would be worthwhile to explore alternatives that achieve the same visual impact without introducing potential operational, maintenance, or traffic concerns. A thoughtfully designed monument sign, combined with native vegetation, enhanced landscaping, lighting, and coastal design elements, could create a strong sense of arrival while remaining consistent with our commitment to environmental stewardship and preserving the character of our community.

I believe there is definitely a balance to be struck here. We can create something iconic and welcoming without making it overly distracting to motorists. If the City ultimately desires a signature fountain, it may be worth evaluating whether there are more pedestrian-oriented locations where residents and visitors could actually gather, enjoy it, and interact with it rather than simply drive past it.

I would also like to see this become a discussion item at an upcoming Council meeting so we can have a broader conversation about the long-term vision for this roundabout and other gateway features throughout the City. In the short term, I think there is an opportunity to make meaningful improvements through enhanced landscaping and beautification efforts. Additional native vegetation, improved maintenance, and thoughtful design elements could significantly improve the look and feel of the roundabout while we evaluate a permanent gateway solution.

I appreciate the work that has gone into this concept and look forward to continuing the conversation as we evaluate the best long-term solution for the City.

Ethan Register

City of Panama City Beach – Councilman, Ward 2

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