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ADDENDUM NO. 10
Request for Qualifications (RFQ) No. PC25-052
Professional Services Contract for Panama City– Continuing Basis
May 15, 2026

The purpose of this Addendum is for the City of Panama City, FL to provide updated information for the **RFQ No. PC25-052~Professional Services Contract for Panama City – Continuing Basis,** and it shall become part of the RFQ Documents.

Addendum 2 provides Clarification and a Draft Continuing Services Contract to the RFQ Documents, and they shall be amended in the following particulars:

I. CLARIFICATION

1. **Request for information:** Regarding Addendum No. 2, reading through the RFQ it states if we have an existing continued services contract we do not need to submit the entire package again, please indicate if we are to only submit the required documents as listed in Section 6?

Response: Addendum No. 2 did not accurately describe the essence of the RFQ solicitation. Firms with existing Continuing Services Contracts awarded under a previous RFQ solicitation may submit qualifications under RFQ No. PC25-052.

For firms with existing Continuing Services Contracts awarded under a previous RFQ solicitation, their existing Continuing Services Contract will remain effective through the completion of the contract terms and a new Continuing Services Contract awarded under the RFQ No. PC25-052 solicitation, if approved by the City Commission will begin on the date the firm's existing Continuing Services Contract that was awarded under a previous RFQ solicitation, ends or any time after depending on when the firm submits qualifications under RFQ No. PC25-052.

Recommendation. Consider submitting your firm's entire qualifications package under RFQ No. PC25-052 as the City may not have retained a copy of your firm's qualifications submitted under a previous RFQ solicitation.

II. Draft Contract.

1. A draft Continuing Services Contract is attached for review.

END OF ADDENDUM No. 10

Please complete the Section 6.1.1 RFQ Addenda Acknowledgment and complete Section 6.1.2 RFQ Determination of Responsiveness Acknowledgment and include it with your firm's qualifications submission.

For questions regarding this Addendum, please email the City of Panama City's Purchasing Division at purchasing@panamacity.gov.

CONTINUING SERVICES CONTRACT

This agreement, made this ____ day of _____, 2026, by and between the City of Panama City, Florida, a body corporate, hereinafter called the Owner, and the Consultant, **[Consultant Name]** hereinafter called the Consultant.

WITNESSETH:

WHEREAS, the Owner has a continuing need for engineering and other professional consulting services related to the City's infrastructure; and

WHEREAS, the Owner issued a request for qualifications on July 15, 2025 RFQ PC 25-052 CONTINUING PROFESSIONAL SERVICES CONTRACT (the "RFQ"), the contents of which are incorporated into this agreement by reference; and

WHEREAS, the Owner and Consultant recognize that this contract is a "continuing contract" as defined by s.287.055, Florida Statutes, with a term of three years except that with mutual agreement it may be renewed for two additional one-year terms; and

WHEREAS, the Owner desires to set forth basic contract terms and conditions that will apply to the delivery of engineering and other professional consulting services to Owner by the Consultant through individual task order(s) given pursuant to this Continuing Contract; and

WHEREAS, the Owner and Consultant agree that neither party is obligated to propose or to agree to the terms and conditions of a Task Order, or other individual contract for services pursuant to the Continuing Contract; and

WHEREAS, the Consultant was selected for work in the following categories, as defined in the RFQ: [**categories to be inserted here**]

WHEREAS, the Owner and Consultant desire to enter into this Continuing Contract in the event that the Owner desires to request the Consultant to perform any part of the engineering or other professional consulting services set forth herein and to set forth the terms and conditions of future Task Orders, or individual contracts for services,

Now, therefore, the parties hereto mutually agree as follows:

1. SCOPE OF WORK:

From time to time, as requested by the Owner and agreed by the Consultant, Consultant will provide engineering and/or other professional consulting services and deliverables as set forth in a mutually acceptable Task Order, or individual contract for services. Any such Task order or contract for services shall reference this Continuing Contract, and the terms of this Continuing Contract shall apply to and be part of any Task Order or individual

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contract for services.

Nothing in this Continuing Contract shall (i) obligate the Owner to procure any minimum amount of services from the Consultant nor (ii) obligate the Owner to approve any subconsultant proposed by the Consultant in its response to the RFQ.

2. TERM OF CONTRACT:

The term of this contract is an initial duration of three (3) years with an option to extend for not more than two (2) additional one (1) year terms. Once firms have been qualified and signed an agreement, all firms chosen to provide professional services to the City must maintain their availability and keep all licenses and insurance certificates current in order to continue their qualification.

3. CONSULTANT'S FEE:

The Owner shall compensate the Consultant as full compensation for his services, in accordance with the terms and conditions of this agreement and as outlined in the Task Order or individual contract for services.

4. FEE FOR ADDITIONAL SERVICE:

The Owner and Consultant agree that there may be certain additional services required to be performed by the Consultant that cannot be defined sufficiently at the time of execution of each Task Order or individual contract for services. Such additional services shall be defined and authorized in writing prior to being performed. The Owner shall compensate the Consultant for such additional services as defined in the written authorization for additional services.

Additional services shall not include any task or sub-task, whether or not specifically included in the scope of work, if such task or sub-task is an integral part of the work required to accomplish those tasks described in the scope of work.

Additional services shall include revising previously approved drawings, specifications, and other documents to accomplish changes initiated by the Owner; however, where such revision is caused by or made necessary by an error, omission, or oversight on the part of the Consultant, the same shall not be considered additional services hereunder. Additional services shall include services rendered as an expert witness in connection with an administrative hearing or trial.

5. SERVICES OF CONSULTANT:

The Consultant shall be deemed an independent contractor as to all work required and not an agent or servant in the employ of the Owner. The Consultant is, and shall at all times remain as to the Owner, wholly independent. The Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Owner or otherwise act on behalf

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of the Owner as an agent. Consultant agrees to maintain adequate and competent professional staff throughout the performance of the contract to ensure acceptable and timely completion of the work.

For any subconsultant services to be performed within the scope of work provided by the Consultant, the subconsultant(s) shall be reviewed and approved by the Owner prior to providing the subconsultant services.

No subcontract(s) which the Consultant enters into under the contract resulting from this RFQ, if any, shall in any way relieve the Consultant of any responsibility for performance of its duties under such contract. Consultant is responsible to fully notify any sub consultant(s) of their responsibilities under any subcontract. All payments to sub consultants shall be the sole responsibility of the Consultant.

Requirements for signing and sealing plans, specifications, reports and/or other documents prepared by the Consultant shall be governed by the laws of the State of Florida and the requirements of any regulatory agency involved in approval of the project, as applicable. Consultant shall provide to the Owner signed and sealed copies of all surveys, plans, reports, specifications, and other work products.

The Consultant acknowledges that the Owner may retain under separate contract other consultant(s) for tasks required for or related to the performance of the Consultant's services, and that coordination between the Consultant and such other consultant(s) may be necessary. Consultant agrees to provide such coordination as may be necessary within the scope of work.

6. TIME AND ORDER OF CONSULTANT'S SERVICES:

The Consultant shall commence work when directed by the Owner following the execution of each Task Order or individual contract for services and shall diligently and in a professional and timely manner perform the Work.

The Consultant shall provide in each Task Order or individual contract for services a schedule for review and approval by the Owner for accomplishing the work with allowance made for reviews by the Owner at appropriate milestones.

Since time is of the essence, in the event that the 100% plans and specifications and all other work products are not completed in accordance with the schedule (and such additional extension of time as the City may have granted), the City will retain from the compensation otherwise to be paid to the Consultant the sum of $250 for each day thereafter (Saturdays, Sundays, and holidays included) that the work remains uncompleted, which sum shall represent the actual damages which the City will have sustained per day by failure of the Consultant to complete the work within said specified times, it being agreed that said sum is not a penalty but is the stipulated amount of damage sustained by the City in the event of such default by the Consultant.

Any delays to the project schedule, caused in whole or in part by the City or any "act of

God" or other uncontrollable event, shall extend the project schedule by the number of days the project was delayed without penalty to the Consultant.

7. PAYMENT OF ENGINEER'S FEES:

The Owner shall pay the Consultant's fee monthly based upon the percentage of completion of the work and/or time and materials expended for the work. Payments will be processed within 14 days of receipt and approval of invoice, except final payment which shall be paid after the City Commission approves the final payment.

8. REQUIREMENTS FOR DESIGN:

Consultant shall perform the services in conformity with the professional and technical standards of reasonable care, skill, prudence, and diligence ordinarily used and exercised by members of the consulting profession who are familiar with projects of similar type, nature, complexity, and size as the contracted work.

The plans and specifications shall conform to all applicable local and state laws, codes, ordinances, and regulations affecting the Work. Consultant shall be responsible for confirming applicable design standards, and permitting requirements.

Unless otherwise approved by the Owner, plans shall be prepared and provided in 22" x 34" format, as hard copies and electronic (CAD/PDF) versions.

9. THE OWNER'S RESPONSIBILITIES:

a. The Owner shall provide full information regarding his requirements for the project.

b. The services, information, and reports required by the above Paragraph 8a shall be furnished at the Owner's expense, and the Consultant shall be entitled to rely upon the accuracy thereof.

c. The Owner shall furnish information required of him as expeditiously as necessary for the orderly progress of the Work.

d. The Owner shall advertise for bids with the assistance of the Consultant as described in Exhibit A.

e. The Owner shall pay all permit fees and advertising costs.

10. POST-DESIGN SERVICES:

Each Task Order or individual contract for services shall describe the Consultant's responsibilities for any contracted post-design services such as bidding assistance, construction observation, contract administration, pre-final and final inspections, and final certifications to the Owner and regulatory agencies.

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If the Owner deems it advisable for an "Inspector" to be employed in order to provide inspection of construction under the direction of the Owner, said Inspector will be a direct representative of the Owner and will be paid by the Owner. The Inspector in no way will relieve the Consultant of his duties and responsibilities under this contract.

11. SUCCESSORS AND ASSIGNS:

The Owner and the Consultant each binds himself, his partners, successors, assigns, and legal representatives to the other party, to this agreement, and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this agreement. Neither the Owner nor the Consultant shall assign, sublet, or transfer his interest in the agreement without the written consent of the other.

12. TERMINATION:

The Owner may terminate this Agreement at any time for cause, and may terminate the Agreement with or without cause by giving at least thirty (30) days prior written notice. The Consultant may terminate this Agreement at any time by giving ninety (90) days prior written notice to the City. In the event of termination by mutual agreement, the Consultant shall be compensated for services rendered. The Consultant will have no claim against the City for lost profits or compensation for lost opportunities.

Should Owner terminate this contract without cause, the Owner shall be responsible to the Consultant for his fees to date of termination. No work shall be performed or continue after receipt of notice of termination from the Owner.

13. OWNERSHIP OF DOCUMENTS:

All reports, documents, or other written material developed by the Consultant in the performance of this Agreement shall be and remain the property of the Owner without restriction or limitation upon its use or dissemination by the Owner. Such material shall not be the subject of a copyright application by the Consultant. Consultant shall not be liable in the event drawings, specifications or other documents produced under this agreement are reused for purposes not intended.

14. CONSULTANT'S REGISTRATION:

The Consultant represents that he is now licensed with the State of Florida as required by Florida Statutes, and that he will continue such registration during the term of this contract. Failure to secure or keep said registration shall be grounds for termination of this contract.

15. CONSULTANT’S RESPONSIBILITY OVER CONSTRUCTION CONTRACTOR

The Consultant shall not be responsible for or have control over means, methods,

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techniques, sequences, or procedures, or for safety precautions in connection with the construction work; nor shall the Consultant be responsible for the Contractor's failure to carry out the construction work in accordance with the contract documents.

16. PROHIBITION AGAINST CONTINGENT FEES:

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

17. ATTORNEY'S FEES:

The prevailing party in any litigation involving this contract shall be entitled to recover a reasonable attorney's fee, in addition to any other award.

18. INSURANCE TO BE CARRIED BY CONSULTANT:

During the term of this agreement, the Consultant shall maintain errors and omissions coverage in an amount not less than one million dollars. This coverage shall be evidenced by a prepaid certificate of insurance reflecting the required coverages, which, by its terms, shall prevent cancellation or any material change in coverage absent thirty (30) day's written notice to Owner. On or before the expiration date of the insurance coverage, the Consultant shall furnish Owner like evidence of continuing or replacement coverage.

Additionally, the Consultant shall not begin work under the contract until after he has obtained all of the insurance herein described and proof of such insurance has been submitted to the Owner, nor shall the Consultant permit any subcontractor to begin work until after similar insurance to cover the subcontract has been obtained and approved by the Consultant.

The Consultant, and any of his subcontractors, shall, throughout the life of the Contract, procure and maintain Workers' Compensation insurance, and comply in every respect with the requirements of the statutes of the State of Florida relative to Workmen's Compensation Insurance. **Additionally, if the Contract requires working on or around a navigable waterway, the Consultant shall provide evidence of United States Longshoremen's and Harbor Workers' (USL&H) coverage and contingent coverage for Jones Act (Marine Employers Liability) in compliance with federal statutes or proof of exemption .** The Consultant shall be responsible for compliance by every subcontractor with these requirements.

The Consultant shall procure and shall maintain during the life of the Contract:

[Insurance coverages herein subject to modification]

(A) Commercial General Liability Insurance with the following limits:
   i. General Aggregate Limit (other than Products/Completed Operations) $1,000,000.
   ii. Products/Completed Operations Aggregate Limit 1,000,000.
   iii. Personal and Advertising Injury Limit $500,000.
   iv. Each Occurrence Limit $1,000,000.
   v. Fire Damage Limit $50,000.
   vi. Medical Expense limit $5,000.

No coverage found in the standard ISO commercial general liability form shall be excluded from insurance provided by the Consultant or subcontractors.

(B) Commercial Automobile Liability Insurance with limits of $500,000 if written on a combined single limit basis, or $250/500/100,000 if written on split limit basis.

Each such policy of insurance shall name the Owner, as well as the Consultant, as the insured. The Consultant shall require each subcontractor to maintain such Workers' Compensation Insurance, Commercial General Liability Insurance, and Commercial Automobile Insurance to cover the work done under a subcontract.

The Consultant shall furnish the Owner with satisfactory proof of insurance herein described. The Owner shall not have any responsibility to read or evaluate any insurance policies to determine the existence of coverage as required in this contract. The execution of this contract by the Consultant shall constitute the Consultant's representation and warranty that all required insurance coverages are in place and shall be maintained for the duration of this contract and for any specified time thereafter if required by the contract. Consultant shall be responsible for all damages, losses, costs (including reasonable attorneys' fees), and liabilities arising out of any failure by the Consultant or its subconsultants or vendors to provide or maintain the required insurance.

19. PUBLIC RECORDS

This contract shall be subject to Florida's Public Records Laws. Consultant understands the broad nature of these laws and agrees to comply with said laws and laws related to records retention.

The Consultant, in the course of its duties, may have access to confidential or proprietary data of the Owner, private individuals, or employees of the City. The Consultant covenants that all data, documents, discussion, or other information developed or received by the Consultant or provided for performance of this Agreement that are deemed confidential by the Owner shall not be disclosed without written authorization by the Owner. The Owner shall grant such authorization if disclosure is required by law.

20. CONTRACT AMENDMENT

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The contract may be amended only by written agreement of the Consultant and the Owner. The order for contract precedence will be the Contract, the City's RFQ, and the Proposer's SOQ.

21. LEGAL VENUE

This Agreement and any resulting Task Orders or individual service contracts, if any, and any disputes thereunder will be governed by the laws of the State of Florida and shall be deemed to have been executed and entered into in the State of Florida. Any such contract shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida, and any provision in such contract in conflict with Florida law and rules shall be void and of no effect. City and Consultant hereby agree that this Agreement and any resulting Task Orders or individual service contracts, if any, shall be enforced in the courts of the State of Florida and that venue shall always be in Panama City, Florida.

22. EXECUTION

In Witness Whereof, the Owner and the Consultant have executed this contract to become effective on the day and year first written above:

[Signatures]

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