

BURKE BLUE

LES W. BURKE °
ROB BLUE, JR.
EDWARD A. HUTCHISON, JR.
DOUGLAS L. SMITH +
NEVIN J. ZIMMERMAN
MICHAEL S. BURKE
JOY A. MARLER ++
CLARK T. ROGERS, JR. +++
NATALIE A. MCSWANE §§
DANIEL S. ROSENHEIM
GREGORY J. PHILO
TRISTAN LANASA
MATT HUTT
RICHARD A. SHANK II
GRAHAM CLARKE °*♦
SANDRA A. WILSON °
CAROLINE LACOUR SMITH °
THOMAS D. STRINGER, J.D., LAW CLERK **

February 2, 2026

Mayor and City Commissioners
501 Harrison Avenue
Panama City, FL 32401

° OF COUNSEL
* ALSO ADMITTED IN GEORGIA
+ CERTIFIED CIRCUIT COURT MEDIATOR
++ L.L.M. IN TAXATION
+++ CERTIFIED FAMILY MEDIATOR
◆ BOARD CERTIFIED MARITAL &
FAMILY LAW ATTORNEY
 §§ BOARD CERTIFIED CITY, COUNTY
AND LOCAL GOVERNMENT ATTORNEY
**NOT LICENSED TO PRACTICE IN FLORIDA

Re: Reimbursable Design/Permitting Costs to City Marina Partners, LLC

Dear Mayor and Commissioners:

After the Commission meeting in December, 2025, I advised City Marina Partners, LLC (CMP) that (i) the Commission did desire CMP or any of its owners to bid on the construction of the Phase One Project (first 50 wet-slips) and (ii) the Commission requested CMP to "wrap-up" the interim agreement and invoice the City for any unreimbursed costs that may remain pursuant to the Interim Agreement. A copy of the Interim Agreement is attached.

CMP's repair, replacement and reconstruction of the fuel docks pursuant to Section 4c of the Interim Agreement has been completed and fully reimbursed. Also, in addition to the fuel dock work, CMP was to assist in the design work being performed by St. Joe and to continue to assist in the permitting of the wet-slips (see Section 4b).

The Interim Agreement in Section 5 provides that: "In the event the Parties fail to reach a mutually agreeable long-term relationship within six (6) months of entering this Interim Agreement, the City will reimburse CMP for all reasonably incurred engineering and consultants costs associated with the design and permitting of the basins at actual cost plus twenty percent (20%)."

Attached is a letter dated January 23, 2026 from William Harrison attaching an invoice in the amount of \$98,163.00 for costs associated with the design and permitting of the wet-slips. I have also attached an earlier time-sheet that was provided.

Finally, attached is a budget resolution that charges the Marina Fund (450.7500.53100) for the funds to pay the invoice.

It is our recommendation that this be approved for payment.

Sincerely,

A handwritten signature in blue ink that reads "Nevin J. Zimmerman".

Nevin J. Zimmerman
City Attorney

Cc: Jonathan H. Hayes, City Manager
Janette Smith, CPA, CMC, City Clerk-Treasurer
Brandy Waldron, Assistant City Manager
William Harrison, Esq.
Cooper Harrison, Esq.

**City Marina Partners, LLC.
1944 Frankford Avenue
Panama City, Florida 32405**

January 23, 2026

City of Panama City
c/o Nevin Zimmerman, City Attorney
501 Harrison Avenue
Panama City, FL 32401

RE: Reimbursement to City Marina Partners - Downtown Marina Interim Agreement

Nevin,

Pursuant to the Downtown Marina Interim Agreement dated June 18, 2024, below is a summary invoice of the costs incurred by CMP related only to the design and permitting of the Downtown Marina wetslips. The City authorized CMP to commence activities for which it may be compensated related to the proposed qualifying long-term project agreement, including, but not limited to, project planning and development, marina design, including environmental permitting and sovereign submerged land lease modifications, project financing and construction and reconstruction of the existing fuel dock.

The City and CMP agreed for CMP “to immediately pursue, at their expense, state and federal permitting authorizations which will enable construction of up to two hundred-forty (240) wet slips. CMP will utilize, to the extent possible, the City's most recent marina designs from JoePC of the Northwest basin and collaborate with JoePC and the City to design the Southeast basin. CMP will submit to the City for approval a concept design of the Southeast basin, and upon City Commission approval of such design, the City Manager is authorized to execute permit applications and Sovereignty Submerged Lands Fee Waived Lease (BOT File No. 030027071) modifications.” Based on CMP's work and recommendations, the City applied for an FDEP Permit Exemption Verification (File No. 030027071) for the construction of fifty (50) wet boat slips at the Downtown Marina. On September 10, 2024 CMP presented to the City five (5) various southeast marina basin conceptual designs.

The City and CMP agreed “the City will maintain, at their expense, its ongoing relationship with JoePC and its consultants. The City and CMP will collaborate on any potential changes to the current design drawings. CMP will engage, as necessary, its consultants, at its expense, to (a) review JoePC's designs for the slip layout and design pursuant to this agreement for purposes of its responsibilities pursuant to Paragraph 4(c) above. To the extent that any design, documentation, or similar work product may be developed, prepared, acquired or paid for by CMP in the period contemplated by this initial agreement, that material will be owned or controlled by the City subject to normal controls and limitations typically imposed by those creating the material.”

On December 10, 2024 the City Commission approved the Option 4 design. In the next successive agenda items of the same meeting, the Commission approved a task order for the design and permitting of the PC-Downtown Marina Boat Ramp, a task order to modify the rendering of the Downtown Marina to include the amphitheater and expanded boat ramp, and approved consultant services for the Downtown Marina Lease negotiations and accompanying budget amendment.

Pursuant to Section Five of the Interim Agreement, the “Parties commit to self-funding professional review and evaluation by qualified professionals of proposed project elements to assure material quality standards, space utilization, cost and budget estimates, design and construction schedules consistent with public projects, site development and utility requirements. For purposes of this agreement, the City will maintain, at their expense, its ongoing relationship with JoePC and its consultants. The City and CMP will collaborate on any potential changes to the current design drawings. CMP will engage, as necessary, its consultants, at its expense, to (a) review JoePC's designs for the slip layout and design pursuant to this agreement for purposes of its responsibilities pursuant to Paragraph 4(c) above. To the extent that any design, documentation, or similar work product may be developed, prepared, acquired or paid for by CMP in the period contemplated by this initial agreement, that material will be owned or controlled by the City subject to normal controls and limitations typically imposed by those creating the material.”

Furthermore, “In the event the Parties fail to reach a mutually agreeable long-term relationship within six (6) months of entering this Interim Agreement, the City will reimburse CMP for all reasonably incurred engineering and consultants costs associated with the design and permitting of the basins at actual cost plus twenty percent (20%).” Exhibit B to the Interim Agreement, “Cost Plus Contract” governs reimbursement to CMP.

Article 5 of the Cost Plus Contract requires the City to Pay CMP the Contract Sum including the Contractor's Fee defined as 20% of the Cost of Work which shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00). The Scope of the Work includes the scope of outlined in the Interim Agreement (permitting and design) and the fuel dock construction work, of which CMP has been previously reimbursed on a cost plus basis for the fuel dock construction work in the amount of \$148,342.61.

Section 7.8 of the Cost Plus Contract states: “For purposes of Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds an equity interest in excess often percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; and (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.”

CMP is comprised of various corporate entities who would be considered related parties for purposes of Section 7.8. For that reason, the Contractor's Fee of 20% would not apply, but the

City's reimbursement for Scope of Work activities does apply. As an aside, Section 7.8.2 requires CMP to obtain the City's written permission to use the related parties, which was not done by CMP but the City staff, City consultants and City Commission interacted in face-to-face meetings, video meetings, telephone calls and emails hundreds of times throughout CMP's performance of the Scope of Work. As a result of being Related Parties, the Contractor's Fee of 20% is not applied to their work within the Scope.

Below is a summary of the costs incurred by CMP related to engineering and consultants associated with the design and permitting contemplated by the Interim Agreement.

Marina Solutions, LLC	Obtain 50 wetslip exemption verification from FDEP for Downtown Marina; work with City staff and CMP biologists to interface with FDEP for permit exemption. Develop wetslip design layouts based on historical uses and considering potential City Commission upland uses for Marina Civic Center, amphitheater or other potential options pursued by the City Commission. Work on wetslip access options depending on City's upland development, traffic circulation and potential changes at boat ramp and boat trailer parking. Attend meetings with City staff, City's consultants, meetings with City Commissioners and attend City Commission meetings and public hearings on marina basin conceptual design options. Meetings with St Joe Company about their existing agreements with Panama City about marina design, permitting and construction options consistent with City's obligations to St Joe Company. Present and conceptual wetslip designs to City Commission and receive approval of City Commission for final conceptual design.		\$61,338.00
GC Marina Partners, LLC	Work on wetslip conceptual design pertaining to the number of slips, widths, lengths, fairways, pier widths, access points and wetslip amenity availability. Work with consulting engineer to determine construction options for various conceptual designs. Modify fairway options dependent upon slip lengths and pier-end flex slips. Consideration of marina depths for boat slips and slip widths for recommendations of options to City Commission. Attendance at staff meetings and City Commission meetings.		\$16,875.00
		Subtotal	\$78,213.00

Cypress Environmental	Environmental Consultant. Review previous permits and Hurricane Michael debris removal of Downtown Marina basins. Review biological data for basins. Preparing 50 wetslip exemption application package for execution by Panama City and submission to FDEP. Work with FDEP staff on review and process of exemption application. Working with City staff on grant of exemption. Obtain exemption verification for 50 wetslips at Downtown Marina.		\$5,000.00
Coastal Waterfront Consulting	Structural Engineer. Work on conceptual options for wetslip design consistent with permitting authorities' regulatory framework. Modify and create wetslip and marina basin options based upon input from City staff, City consultants, City Commission meetings and various upland construction options considered by City including Marina Civic Center, amphitheater and potential expansion of existing boatramp and boat trailer parking area. Work on reasonable access points to basins from bulkhead based on the City's varying upland construction options which allow for appropriate fairways for vessels of different lengths in dedicated and lay-along slips.		\$11,625.00
	Subtotal		\$16,625.00
	Cost Plus 20%		\$3,325.00
	Total		\$98,163.00

Cooper Harrison

Cooper Harrison, Manager
City Marina Partners, LLC

Date	Person	Topic/Notes	Duration	Rate	Total
6/26/2023	William Harrison	Research FDEP and USACE permit documents, including fuel dock also including 1994, 1996, 1998 and 1999 permit related documents	2.25	\$565.00	\$1,271.25
7/20/2023	William Harrison	Research FDEP and USACE permits	2.5	\$565.00	\$1,412.50
7/20/2023	Cooper Harrison	Research FDEP and USACE permits	1.75	\$465.00	\$813.75
7/27/2023	Cooper Harrison	Research Hurricane Michael, COVID-19 and other related executive orders for permit extensions and waivers	4	\$465.00	\$1,860.00
11/2/2023	Cooper Harrison	Meeting with environmental consultant to discuss and verify permit exemption opportunities	1.5	\$465.00	\$697.50
11/2/2023	William Harrison	Meeting with environmental consultant to discuss and verify permit exemption opportunities	1.5	\$565.00	\$847.50
11/13/2023	William Harrison	Research permit exemption opportunities, JAXBO, FDEP and USACE	2	\$565.00	\$1,130.00
11/13/2023	Cooper Harrison	Research permit exemption opportunities, JAXBO, FDEP and USACE	2	\$465.00	\$930.00
11/29/2023	William Harrison	Research permit exemption opportunities, JAXBO, FDEP and USACE	2	\$565.00	\$1,130.00
11/29/2023	Cooper Harrison	Research permit exemption opportunities, JAXBO, FDEP and USACE	2	\$465.00	\$930.00
12/1/2023	Cooper Harrison	Internal meeting to discuss permit exemption opportunities for marinas	1.5	\$465.00	\$697.50
12/1/2023	William Harrison	Internal meeting to discuss permit exemption opportunities for marinas	1.5	\$565.00	\$847.50
12/1/2023	Joseph Winkeler	Internal meeting to discuss permit exemption opportunities for marinas	1.5	\$450.00	\$675.00
12/1/2023	Gary Gorman	Internal meeting to discuss permit exemption opportunities for marinas	1.5	\$450.00	\$675.00
12/1/2023	Justin Gorman	Internal meeting to discuss permit exemption opportunities for marinas	1.5	\$450.00	\$675.00
12/1/2023	Scott Burt	Internal meeting to discuss permit exemption opportunities for marinas	1.5	\$450.00	\$675.00
12/1/2023	Donnie Coker	Internal meeting to discuss permit exemption opportunities for marinas	1.5	\$450.00	\$675.00
12/4/2023	Cooper Harrison	Meeting with City to discuss permit exemption opportunities for marinas	1	\$465.00	\$465.00
12/4/2023	William Harrison	Meeting with City to discuss permit exemption opportunities for marinas	1	\$565.00	\$565.00
12/4/2023	Joseph Winkeler	Meeting with City to discuss permit exemption opportunities for marinas	1	\$450.00	\$450.00
12/4/2023	Gary Gorman	Meeting with City to discuss permit exemption opportunities for marinas	1	\$450.00	\$450.00
12/4/2023	Justin Gorman	Meeting with City to discuss permit exemption opportunities for marinas	1	\$450.00	\$450.00
12/4/2023	Scott Burt	Meeting with City to discuss permit exemption opportunities for marinas	1	\$450.00	\$450.00
12/4/2023	Donnie Coker	Meeting with City to discuss permit exemption opportunities for marinas	1	\$450.00	\$450.00
2/19/2024	William Harrison	Research 404 permitting changes, Center for Biological Diversity vs EPA	1.25	\$565.00	\$706.25
2/19/2024	Cooper Harrison	Research 404 permitting changes, Center for Biological Diversity vs EPA	1.25	\$465.00	\$581.25
2/28/2024	Cooper Harrison	Coordinate with St.Joe Company for exempted slip layout	1	\$465.00	\$465.00
2/28/2024	William Harrison	Coordinate with St.Joe Company for exempted slip layout	1	\$565.00	\$565.00
2/28/2024	Justin Gorman	Coordinate with St.Joe Company for exempted slip layout	1	\$450.00	\$450.00
2/28/2024	Joseph Winkeler	Coordinate with St.Joe Company for exempted slip layout	1	\$450.00	\$450.00
2/29/2024	Cooper Harrison	Applied for Permit Exemption	1	\$465.00	\$465.00
2/29/2024	William Harrison	Applied for Permit Exemption	1	\$565.00	\$565.00
3/4/2024	William Harrison	Research 404 permitting changes, Center for Biological Diversity vs EPA	2.25	\$565.00	\$1,271.25
3/4/2024	Cooper Harrison	Research 404 permitting changes, Center for Biological Diversity vs EPA	2.25	\$465.00	\$1,046.25
3/22/2024	Cooper Harrison	Coordinate with environmental consultant to address outstanding FDEP items	1.15	\$465.00	\$534.75
3/27/2024	Cooper Harrison	Coordinated with FDEP Pensacola Office, Extended deadline	1.5	\$465.00	\$697.50
3/27/2024	William Harrison	Coordinated with FDEP Pensacola Office, Extended deadline	1	\$565.00	\$565.00
3/27/2024	Cooper Harrison	Review City permits, waivers and docs for FDEP RAI	4	\$465.00	\$1,860.00
3/28/2024	Cooper Harrison	Submit RAI response	1	\$465.00	\$465.00
3/28/2024	William Harrison	Submit RAI response	1	\$565.00	\$565.00
4/17/2024	Cooper Harrison	Recieve Permit Exemption Verification from FDEP	0.5	\$465.00	\$232.50
4/17/2024	William Harrison	Recieve Permit Exemption Verification from FDEP	0.5	\$565.00	\$282.50
4/24/2024	Cooper Harrison	Meet with City staff	1	\$465.00	\$465.00
4/24/2024	William Harrison	Meet with City staff	1	\$565.00	\$565.00
5/8/2024	Cooper Harrison	CMP Meeting with St. Joe for marina design and dock layout		\$465.00	\$0.00
5/8/2024	William Harrison	CMP Meeting with St. Joe for marina design and dock layout		\$565.00	\$0.00
5/23/2024	Cooper Harrison	Meeting with City staff- Hayes, Zimmerman, Jones, Mefford	1.15	\$465.00	\$534.75
5/23/2024	William Harrison	Meeting with City staff- Hayes, Zimmerman, Jones, Mefford	1.15	\$565.00	\$649.75
6/7/2024	Cooper Harrison	Meeting with City Staff	1.5	\$465.00	\$697.50
6/7/2024	William Harrison	Meeting with City Staff	1.5	\$565.00	\$847.50
6/7/2024	Joseph Winkeler	Meeting with City Staff	1.5	\$450.00	\$675.00
6/7/2024	Gary Gorman	Meeting with City Staff	1.5	\$450.00	\$675.00
6/7/2024	Justin Gorman	Meeting with City Staff	1.5	\$450.00	\$675.00
6/7/2024	Scott Burt	Meeting with City Staff	1.5	\$450.00	\$675.00
6/7/2024	Donnie Coker	Meeting with City Staff	1.5	\$450.00	\$675.00
6/12/2024	Cooper Harrison	Meeting with City Staff	2	\$465.00	\$930.00

Date	Person	Topic/Notes	Duration	Rate	Total
6/12/2024	William Harrison	Meeting with City Staff	2	\$565.00	\$1,130.00
6/12/2024	Joseph Winkeler	Meeting with City Staff	2	\$450.00	\$900.00
6/12/2024	Gary Gorman	Meeting with City Staff	2	\$450.00	\$900.00
6/12/2024	Justin Gorman	Meeting with City Staff	2	\$450.00	\$900.00
7/9/2024	Cooper Harrison	Meeting with St.Joe, CPC and CMP	1.5	\$465.00	\$697.50
7/9/2024	William Harrison	Meeting with St.Joe, CPC and CMP	1.5	\$565.00	\$847.50
7/9/2024	Justin Gorman	Meeting with St.Joe, CPC and CMP	1.5	\$450.00	\$675.00
7/9/2024	Gary Gorman	Meeting with St.Joe, CPC and CMP	1.5	\$450.00	\$675.00
7/9/2024	Joseph Winkeler	Meeting with St.Joe, CPC and CMP	1.5	\$450.00	\$675.00
7/22/2024	Cooper Harrison	Meeting with City and FPL, discuss marina permanent power	0.75	\$465.00	\$348.75
7/22/2024	William Harrison	Meeting with City and FPL, discuss marina permanent power	0.75	\$565.00	\$423.75
7/22/2024	Joseph Winkeler	Meeting with City and FPL, discuss marina permanent power	0.75	\$450.00	\$337.50
7/22/2024	Gary Gorman	Meeting with City and FPL, discuss marina permanent power	0.75	\$450.00	\$337.50
7/22/2024	Justin Gorman	Meeting with City and FPL, discuss marina permanent power	0.75	\$450.00	\$337.50
7/23/2024	Cooper Harrison	Meeting with St.Joe, CPC and CMP	1.5	\$465.00	\$697.50
7/23/2024	William Harrison	Meeting with St.Joe, CPC and CMP	1.5	\$565.00	\$847.50
7/23/2024	Justin Gorman	Meeting with St.Joe, CPC and CMP	1.5	\$450.00	\$675.00
7/23/2024	Gary Gorman	Meeting with St.Joe, CPC and CMP	1.5	\$450.00	\$675.00
7/23/2024	Joseph Winkeler	Meeting with St.Joe, CPC and CMP	1.5	\$450.00	\$675.00
7/28/2024	Cooper Harrison	Downtown Wave Attenuation Meeting with engineering consultant	1	\$465.00	\$465.00
7/28/2024	William Harrison	Meeting with St.Joe, CPC and CPC	1	\$565.00	\$565.00
7/28/2024	Justin Gorman	Meeting with St.Joe, CPC and CPC	1	\$450.00	\$450.00
7/28/2024	Gary Gorman	Meeting with St.Joe, CPC and CPC	1	\$450.00	\$450.00
7/28/2024	Joseph Winkeler	Meeting with St.Joe, CPC and CPC	1	\$450.00	\$450.00
8/22/2024	Cooper Harrison	Coordinate with engineer for east basin designs	0.75	\$465.00	\$348.75
8/22/2024	Cooper Harrison	Meeting with engineer, east basin designs review	1	\$465.00	\$465.00
8/22/2024	William Harrison	Meeting with engineer, east basin designs review	1	\$565.00	\$565.00
8/22/2024	Joseph Winkeler	Meeting with engineer, east basin designs review	1	\$450.00	\$450.00
8/22/2024	Gary Gorman	Meeting with engineer, east basin designs review	1	\$450.00	\$450.00
8/22/2024	Justin Gorman	Meeting with engineer, east basin designs review	1	\$450.00	\$450.00
8/22/2024	Scott Burt	Meeting with engineer, east basin designs review	1	\$450.00	\$450.00
8/22/2024	Donnie Coker	Meeting with engineer, east basin designs review	1	\$450.00	\$450.00
8/28/2024	Cooper Harrison	Meeting with Mayor, review designs	1	\$465.00	\$465.00
8/28/2024	William Harrison	Meeting with Mayor, review designs	1	\$565.00	\$565.00
9/5/2024	Cooper Harrison	Meeting with engineer, review updated east basin designs	1	\$465.00	\$465.00
9/5/2024	William Harrison	Meeting with engineer, review updated east basin designs	1	\$565.00	\$565.00
9/5/2024	Joseph Winkeler	Meeting with engineer, review updated east basin designs	1	\$450.00	\$450.00
9/5/2024	Gary Gorman	Meeting with engineer, review updated east basin designs	1	\$450.00	\$450.00
9/5/2024	Justin Gorman	Meeting with engineer, review updated east basin designs	1	\$450.00	\$450.00
9/5/2024	Scott Burt	Meeting with engineer, review updated east basin designs	1	\$450.00	\$450.00
9/5/2024	Donnie Coker	Meeting with engineer, review updated east basin designs	1	\$450.00	\$450.00
9/6/2024	Cooper Harrison	Meeting with engineer, review updated east basin designs	1	\$465.00	\$465.00
9/6/2024	William Harrison	Meeting with engineer, review updated east basin designs	1	\$565.00	\$565.00
9/6/2024	Joseph Winkeler	Meeting with engineer, review updated east basin designs	1	\$450.00	\$450.00
9/6/2024	Gary Gorman	Meeting with engineer, review updated east basin designs	1	\$450.00	\$450.00
9/6/2024	Justin Gorman	Meeting with engineer, review updated east basin designs	1	\$450.00	\$450.00
9/6/2024	Scott Burt	Meeting with engineer, review updated east basin designs	1	\$450.00	\$450.00
9/6/2024	Donnie Coker	Meeting with engineer, review updated east basin designs	1	\$450.00	\$450.00
10/1/2024	Matt Trammel	Coastal Waterfront Consulting			\$11,625.00
1/17/2025	Cooper Harrison	Coordinate with environmental consultant to modify and extend SSLL	0.75	\$465.00	\$348.75
1/17/2025	William Harrison	Coordinate with environmental consultant to modify and extend SSLL	0.75	\$565.00	\$423.75
5/5/2025	William Harrison	Correspondence with T. Goodwin, J. Winkeler and C. Harrison re preparing an attorney opinion letter based on provided template.	0.25	\$565.00	\$141.25
5/5/2025	William Harrison	Correspondence with T. Goodwin, J. Winkeler and C. Harrison re preparing an attorney opinion letter based on provided template.	0.25	\$565.00	\$141.25
5/6/2025	William Harrison	Correspondence with C. Harrison re discussing the CMP Interim Agreement.	0.25	\$565.00	\$141.25
5/7/2025	Cooper Harrison	Review document related to the Gray Version MBL CC project within the Downtown PC Marina at St Joe.	0.25	\$465.00	\$116.25
5/7/2025	Cooper Harrison	Review document related to conceptual planning for the Downtown PC Marina project.	0.25	\$465.00	\$116.25

Date	Person	Topic/Notes	Duration	Rate	Total
5/7/2025	Cooper Harrison	Review document related to permit exemption verification for marina slips.	0.25	\$465.00	\$116.25
5/7/2025	William Harrison	Review document related to the draft plans and applications for the Panama City Downtown Marina as of May 5, 2025.	0.25	\$565.00	\$141.25
5/7/2025	William Harrison	Reviewed correspondence with C. Harrison re discussing the CMP Interim Agreement.	0.25	\$565.00	\$141.25
5/7/2025	William Harrison	Review document related to Downtown PC SSLL.	0.25	\$565.00	\$141.25
5/14/2025	William Harrison	Reviewed correspondence with G. Gorman, S. CMMMarinas, C. Harrison, J. Winkelerassociates and J. Gorman re confirming accuracy of waitlist numbers for marina slip reservations.	0.25	\$565.00	\$141.25
5/22/2025	William Harrison	Reviewed correspondence with C. Harrison, S. Burt, J. Winkeler, J. Gorman and G. Gorman re reviewing and organizing marina waitlist by boat size and type for slip reservations.	0.25	\$565.00	\$141.25
6/3/2025	Cooper Harrison	Review draft document for Downtown PC Marina project concepts.	0.25	\$465.00	\$116.25
6/3/2025	Cooper Harrison	Review document related to old downtown permits for Downtown PC Marina project.	0.25	\$465.00	\$116.25
6/3/2025	Cooper Harrison	Revise document for East West preliminary design concept.	0.25	\$465.00	\$116.25
6/9/2025	William Harrison	Correspondence with A. Branch, R. Anderson and C. Harrison re coordinating schedules for a meeting regarding marina slips and uplands project with the Mayor.	0.25	\$565.00	\$141.25
6/9/2025	William Harrison	Revise document for December 2024 Marina Concept proposal.	0.25	\$565.00	\$141.25
6/17/2025	William Harrison	Listen to Panama City Commission workshop re: downtown marina	1.25	\$565.00	\$706.25
6/17/2025	William Harrison	Correspondence with R. Anderson, A. Branch and C. Harrison re scheduling a video call to discuss marina slips and uplands project.	0.25	\$565.00	\$141.25
6/17/2025	William Harrison	Reviewed correspondence with R. Anderson, A. Branch and cooperharrison6@gmail.com re accepting an invitation for a meeting at Marina Uplands on June 18, 2025.	0.25	\$565.00	\$141.25
6/18/2025	William Harrison	CMP: meeting with Mayor Branch, John Anderson and Cooper	1	\$565.00	\$565.00
6/18/2025	William Harrison	Reviewed correspondence with C. Harrison, R. Anderson and A. Branch re scheduling a Zoom meeting for Marina Slips & Uplands project discussion.	0.25	\$565.00	\$141.25
6/23/2025	William Harrison	CMP: tc with Jared Jones re: downtown marina 50 slip exemption	0.25	\$565.00	\$141.25
6/30/2025	Cooper Harrison	Reviewed correspondence with W. Harrison and J. Winkeler regarding 100% plans for the PC Downtown Marina Boat Ramp project.	0.5	\$465.00	\$232.50
6/30/2025	Cooper Harrison	Correspondence with M. Trammell re inquiry concerning obtaining Downtown Marina survey and CAD files.	0.25	\$465.00	\$116.25
7/1/2025	Cooper Harrison	Correspondence with patrick.murphy@joe.com re requesting bid plans and survey documents for Downtown Marina project from St. Joe and Turrell, Hall and Associates.	0.75	\$465.00	\$348.75
7/2/2025	Cooper Harrison	Correspondence with J. Smith, T. Turrell, J. Joers, J. Gorman, and P. Murphy re requesting survey data and CAD files concerning west basin designs and large format print for city workshop.	0.25	\$465.00	\$116.25
7/2/2025	Cooper Harrison	Review draft document for Downtown PC Marina project concepts.	0.25	\$465.00	\$116.25
7/2/2025	Cooper Harrison	Add document detailing approved design for Downtown East Basin project.	0.25	\$465.00	\$116.25
7/2/2025	Cooper Harrison	Review design document for Downtown West Basin 50-slip exemption project.	0.25	\$465.00	\$116.25
7/2/2025	Cooper Harrison	Review document regarding Downtown Marina boat ramp and parking project.	0.25	\$465.00	\$116.25
7/2/2025	Cooper Harrison	Add document detailing overlay of Downtown Marina boat ramp and parking	0.25	\$465.00	\$116.25
7/2/2025	William Harrison	Review design document for Downtown West Basin cross section CC to DD.	0.25	\$565.00	\$141.25
7/7/2025	Cooper Harrison	Review design document for Downtown East Basin project.	0.25	\$465.00	\$116.25
7/7/2025	Cooper Harrison	Meeting with Commission, virtual workshop on the Downtown Marina plans	1	\$465.00	\$465.00
7/7/2025	William Harrison	Meeting with Commission, virtual workshop on the Downtown Marina plans	1	\$565.00	\$565.00
7/7/2025	Joseph Winkeler	Meeting with Commission, virtual workshop on the Downtown Marina plans	1	\$450.00	\$450.00
7/7/2025	Gary Gorman	Meeting with Commission, virtual workshop on the Downtown Marina plans	1	\$450.00	\$450.00
7/7/2025	Justin Gorman	Meeting with Commission, virtual workshop on the Downtown Marina plans	1	\$450.00	\$450.00
7/14/2025	Cooper Harrison	Reviewed correspondence with W. Harrison, B. Womack, and J. Winkeler re discussing the need for seagrass surveys to avoid delays in permit applications.	0.5	\$465.00	\$232.50
7/14/2025	Cooper Harrison	Coordinate with B. Cypress for needed surveys prior to submitting FDEP/USACE full permits	0.75	\$465.00	\$348.75
7/14/2025	William Harrison	Coordinate with B. Cypress for needed surveys prior to submitting FDEP/USACE full permits	0.75	\$565.00	\$423.75
7/14/2025	William Harrison	Correspondence with B. cypressenvironmental.com, C. Harrison and J. Winkeler re addressing disturbances at marinas and sending dredging permits.	0.25	\$565.00	\$141.25
7/14/2025	William Harrison	Reviewed correspondence with J. Jones, C. Harrison and D. Geldert re locating a report by Owen Beitsch regarding feasibility studies for the Downtown Marina project.	0.25	\$565.00	\$141.25
7/15/2025	William Harrison	Correspondence with N. Zimmerman and C. Harrison re sending Design Agreement and Interim Agreement for review.	0.25	\$565.00	\$141.25
7/15/2025	William Harrison	Correspondence with N. Zimmerman, C. Harrison, J. Winkeler, J. Marler and L. Gross re distributing the letter from St. Joe to the team.	0.25	\$565.00	\$141.25

Date	Person	Topic/Notes	Duration	Rate	Total
7/20/2025	William Harrison	Correspondence with M. Andrews re discussing the Design Agreement with JoePC and Interim Agreement with CMP for Marina NW Wet Slips ahead of the upcoming Commission meeting.	0.25	\$565.00	\$141.25
7/21/2025	Cooper Harrison	Reviewed correspondence with B. Cypress, W. Harrison, and J. Winkeler regarding discussing old maintenance dredging permits for PC Marina with FDEP/USACE.	0.25	\$465.00	\$116.25
7/21/2025	Cooper Harrison	Review design document for Downtown East Basin project in Downtown PC Marina. Review document verifying permit exemption for Downtown PC Marina project.	0.25	\$465.00	\$116.25
8/7/2025	William Harrison	Correspondence with J. Winkeler and C. Harrison re requesting an estimated timeline for the engineering design of the Downtown marina for a city commission update.	0.25	\$565.00	\$141.25
8/8/2025	Cooper Harrison	Review application for U.S. Army Corps of Engineers permit. Review application for Downtown Marina submitted to USACE. Revise Joint Application for Environmental Resource Permit for Downtown Marina project. Reviewed correspondence with N. Zimmerman, L. Walters, P. Murphy, W. Harrison, and J. Hayes re discussing the timeline and progress concerning the engineering design of the Downtown marina.	0.25	\$465.00	\$116.25
8/12/2025	William Harrison	Reviewed correspondence with N. Zimmerman, L. Walters, P. Murphy, C. Harrison and J. Hayes re requesting an estimated timeline for the engineering design on the Downtown Marina. Reviewed correspondence with M. Mustian, N. -, J. Smith, J. Tindal, A. Fischer et. al. re discussing federal tax implications and lease terms for Panama City marina financing. Reviewed correspondence with N. Zimmerman re: updating on the City's exploration of a proposal from CMP and potential agreement considerations	0.25	\$565.00	\$141.25
9/6/2025	Cooper Harrison	Review design document for Downtown East Basin marina project. Review document detailing plans for Downtown Marina boat ramp and parking facilities. Review design document for Downtown West Basin project. Reviewed correspondence with J. Hayes regarding discussing draft layouts for Downtown PC Marina development and updates on grant applications for boat ramp improvements.	0.5	\$465.00	\$232.50
9/6/2025	William Harrison	Correspondence with J. Hayes re discussing draft layouts for Downtown PC Marina development and related grant applications.	0.25	\$565.00	\$141.25
9/15/2025	William Harrison	Correspondence re inquiry about the voiding of remodeling permits from 2024.	0.25	\$565.00	\$141.25
11/11/2025	William Harrison	Correspondence with Commission re forwarding marina office design as requested by the Mayor, involving S. Burt, C. Harrison, and C. Jewett. Correspondence with S. Burt, C. Harrison, and C. Jewett re forwarding sample marina office design to the Mayor and Commission. Correspondence with C. Harrison and S. Burt re considering pursuing the downtown marina contractor opportunity in St. Petersburg.	0.25	\$565.00	\$141.25
11/19/2025	William Harrison	Correspondence with Downtown Marina re J. Gonzalez and C. Harrison.	0.25	\$565.00	\$141.25
11/19/2025	Cooper Harrison	Correspondence with Downtown Marina re J. Gonzalez and W. Harrison.	0.25	\$465.00	\$116.25
07/2023-present	Bethany Womack	Cypress Environmental, Environmental Consultant Retainer			\$5,000.00
				Subtotal	\$93,808.00
				With 20%	\$112,569.60

[REDACTED]

**CITY OF PANAMA CITY
CITY MARINA PARTNERS, LLC.
INTERIM AGREEMENT**

THIS AGREEMENT made and entered into this 18 day of June, 2024, by and between City Marina Partners, LLC., a limited liability corporation under the laws of State of Florida, ("CMP") and the City of Panama City ("City") (collectively, "Parties").

RECITALS

WHEREAS, the City is the fee simple owner of certain uplands constructed in 1958, and improvements generally located at 1 Harrison Avenue Panama City, Bay County, Florida, ("Upland Parcel") adjacent to sovereign submerged lands owned by and leased from the Board of Trustees of the Florida Internal Improvement Trust Fund ("TIITF") pursuant to the Sovereignty Submerged Lands Fee Waived Lease (BOT File No. 030027071) ("SSLL Area") and has owned and operated the Downtown Marina continuously in support of Downtown, Panama City and the region; and

WHEREAS, the City's historic operations have been pursuant to authority received TIITF authorization to operate a 240-slip commercial docking facility and public boat ramp to be used exclusively for mooring of recreational and commercial vessels in conjunction with an upland commercial marina facility, public parking lot, a municipal trailer providing fuel sales and bathroom and shower facilities with fueling facility with a sewage pumpout facility ("Marina"); and

WHEREAS, on October 10, 2018 Hurricane Michael resulted in significant damage and destruction to both Downtown Marina basins and uplands as subsequently identified and recorded by subject matter experts; and

WHEREAS, as a result of the sudden unexpected turn of events caused by the severe damage to the Marina, CAMP, pursuant to the terms of this Agreement, is required to commence the initial repair and replacement of the existing fuel dock to prevent the further interruption of an essential governmental service such as the operation of a fuel dock that is critical to a successful marina; and

WHEREAS, in late 2018 and early 2019, the City completed initial clean up of hurricane debris and damaged infrastructure; and

WHEREAS, throughout 2020 and January 2021 an extensive public outreach effort was organized by the City consisting of both virtual and in-person charrettes and community review meetings that helped create a shared vision for the future of Downtown Panama City, which was adopted by the City on March 23, 2021; and

WHEREAS, in February 2022 the City conducted a public meeting to receive citizen input on the desired future of the Downtown Marina; and

WHEREAS, the City considered various FEMA funding options and potential design scope

modifications in order to maximize FEMA funding for repair and rebuilding of the Downtown Marina in the fourth-quarter of 2022; and

WHEREAS, the City engaged the St. Joe Company (“JOE”) to design the Downtown Marina basins in October 2, 2023; and

WHEREAS, on February 23, 2024 the City Commission issued a public solicitation of public/private partnership proposals from interested private parties for the redevelopment and operations of the Downtown Marina; and

WHEREAS, the City published its Request for Proposals (RFP No. PC24-020 and “Project”) on February 23rd, 2024 requesting proposals from responsible and responsive firms to provide a turnkey operation for the redevelopment of the Downtown Marina that may include, but is not limited to, the design, permitting, financing, construction and management or lease of the Downtown Marina; and

WHEREAS, on February 29, 2024, the City applied for an FDEP Permit Exemption Verification (File No. 030027071) for the construction of fifty (50) wet boat slips in the southwest basin at the Downtown Marina; and

WHEREAS, on April 10, 2024 the City received one proposal in response to its solicitation; and

WHEREAS, on May 14, 2024 the City Commission considered staff recommendations and approved City Marina Partners, LLC. as the City’s preferred most responsible and responsive firm according to the City’s requirements outlined in RFP No. PC24-020; and

WHEREAS, the City finds that there is a public need for timely and cost-effective acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, operation, implementation or installation at the Downtown Marina which serves a public purpose and which serves a public need and purpose and that such public need may not be wholly satisfied by existing procurement methods; and

WHEREAS, the City finds the Project and redevelopment and operation of the City’s Downtown Marina is a qualifying project for a public-private partnership project; and

WHEREAS, the City finds the Project is in the public’s best interest and there are inadequate resources to develop new transportation facilities, water or wastewater management facilities and infrastructure, technology infrastructure, roads, highways, bridges, and other public infrastructure and government facilities for the benefit of its residents, and that a public-private partnership has demonstrated that it can meet the needs by improving the schedule for delivery, lowering the cost, and providing other benefits to the public; and

WHEREAS, the City finds encouragement of investment by private entities to facilitate various bond financing mechanisms, private capital, and other funding sources for the development and operation of qualifying projects such as the Downtown Marina, including expansion and acceleration of such financing is necessary to meet the public need and to provide the greatest possible flexibility to public and private entities contracting for the provision of public services; and

WHEREAS, the City is exploring with CMP and considering a long-term lease or other agreement during which time the City will continue its ownership of the Downtown Marina throughout any lease or agreement term, and upon its completion, expiration or termination; and

WHEREAS, the Parties anticipate expanding the Downtown Marina and extending the Sovereignty Submerged Lands Fee Waived Lease (BOT File No. 030027071) by the intensity of the leased area, amending the use of property, extending the lease term and other revisions, if necessary; and

WHEREAS, the Parties recognize that pursuant to the Design Agreement dated October 2, 2023 between the City and Joe PCOZ, LLC (“JoePC”), JoePC has completed the design of the Panama City Marina Northwest Basin;

WHEREAS, the Parties are not establishing a Lessor-Lessee relationship nor are the Parties rights or obligations to CMP beyond what is outlined in this Agreement and no agency, partnership, or joint venture is established by this Agreement; and

WHEREAS, the reconstruction of the fuel dock is required as an initial corrective action to begin the restoration of the Marina, an essential public facility, to a safe and functional condition, and the City finds that the costs for the restoration of the fuel dock are properly a cost to be paid by the City and are City improvements; and

WHEREAS, the reconstruction of the fuel dock will be performed simultaneously while CMP is preparing designs and seeking permits for the full rebuild of the Marina pursuant to this Agreement; and

WHEREAS, the City finds that pursuant to Florida law the City does hereby hire and retain CMP to perform the services provided in this Agreement.

ACCORDINGLY, for and in consideration of the Recitals, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, City Marina Partners and the City, hereby covenant and agree as follows:

1. **RECITALS.** The above Recitals are true and correct and form a material part of this Agreement.
2. **GEOGRAPHIC SCOPE:** The initial geographic scope of the Project includes (i) the Downtown Marina basins and (ii) the uplands on the T-Dock and immediately adjacent to the Marina basins as needed to complete the reconstruction of the existing fuel dock as described in Exhibit B.
3. **GUIDING PRINCIPLES:** Redevelopment of the Downtown Marina shall consider:
 - a. Maintain public access to St Andrews Bay.
 - b. Achieve timely and cost-effective improvements which will help facilitate the marina returning to operation.
 - c. Consider long-term commercial and recreational boating needs which will enable the Downtown Marina to be financially stable.

- d. Ensure proper repair and maintenance that contributes to extending the useful life of the Downtown Marina.
- e. Develop and pursue marina activities and improvements which will provide public benefits and positive economic impacts from marina operations.
- f. Permit and operate marina facilities in an environmentally conscious manner.
- g. Initiate ongoing progress through short-term agreement(s) which outline benchmarks toward the Parties' aspiration to enter into a long-term agreement for the full operational capacity of the Downtown Marina.

4. AUTHORIZATION TO PROCEED. The CMP is authorized to commence activities for which it may be compensated related to the proposed qualifying long-term project agreement, including, but not limited to,

- a. Project Planning and Development: The Parties will collaborate to efficiently and effectively complete a phased approach to returning complete normal operations to the Downtown Marina within permitting, construction and market constraints.
- b. Marina Design: The City has previously engaged JoePC for Marina design and the Parties will work cooperatively to complete the Marina design pursuant to the City's contracts and task orders. The City will be responsible for costs associated with JoePC's completion of pending task orders with the input and participation of CMP.
 - i. Environmental Permitting and Lease Modifications: CMP agrees to immediately pursue, at their expense, state and federal permitting authorizations which will enable construction of up to two hundred-forty (240) wet slips. CMP will utilize, to the extent possible, the City's most recent marina designs from JoePC of the Northwest basin and collaborate with JoePC and the City to design the Southeast basin. CMP will submit to the City for approval a concept design of the Southeast basin, and upon City Commission approval of such design, the City Manager is authorized to execute permit applications and Sovereignty Submerged Lands Fee Waived Lease (BOT File No. 030027071) modifications.
 - ii. Consultants: CMP may employ its consultants, at its sole discretion and at its sole expense except as otherwise provided herein.
- c. Project Financing and Construction:
 - i. Reconstruction of existing fuel dock: CMP agrees to expedite the construction, at an estimated not-to-exceed \$250,000 cost as generally outlined herein in the cost-plus contract (see "Exhibit B"), of the fuel docks and related equipment, and will use their best efforts to bring the existing fuel dock to full operational status within 30 days of this agreement.
 - ii. The Parties will cooperate to immediately purchase materials and equipment necessary to complete construction and installation of equipment and utilities necessary for the fuel dock's operations. In the

event modifications to the existing drawings are necessary, the City agrees to cooperate with permit modifications or de minimis alterations after approval by the City Manager. CMP shall, prior to commencing, acquire Commercial General Liability (including USL&H) naming the City as an additional insured, all as generally set forth in the Certification of Liability Insurance attached as Exhibit A. The limits may be maintained by a combination of Commercial General Liability, Excess Liability or Umbrella Liability. CMP shall also obtain Builders Risk insurance with minimum limits equal to the "Completed Insurable Value" of the improvements at \$250,000.00. Also, CMP shall obtain workers' compensation and employers liability insurance, or if not applicable, cause general contractor (during all construction activities) to maintain, with limits sufficient to respond to Florida Statute §440. In addition, CMP shall obtain employers' liability insurance with limits of not less than: (i) \$500,000.00 Bodily Injury by Accident, (ii) \$500,000.00 Bodily Injury by Disease and (iii) \$500,000.00 Bodily Injury by Disease, each employee.

5. **FUNDING DURING INTERIM AGREEMENT PERIOD.** Parties commit to self-funding professional review and evaluation by qualified professionals of proposed project elements to assure material quality standards, space utilization, cost and budget estimates, design and construction schedules consistent with public projects, site development and utility requirements. For purposes of this agreement, the City will maintain, at their expense, its ongoing relationship with JoePC and its consultants. The City and CMP will collaborate on any potential changes to the current design drawings. CMP will engage, as necessary, its consultants, at its expense, to (a) review JoePC's designs for the slip layout and design pursuant to this agreement for purposes of its responsibilities pursuant to Paragraph 4(c) above. To the extent that any design, documentation, or similar work product may be developed, prepared, acquired or paid for by CMP in the period contemplated by this initial agreement, that material will be owned or controlled by the City subject to normal controls and limitations typically imposed by those creating the material.

As outlined above, City will fund construction of the temporary fuel dock and related upland improvements.

In the event the Parties fail to reach a mutually agreeable long-term relationship within six (6) months of entering this Interim Agreement, the City will reimburse CMP for all reasonably incurred engineering and consultants costs associated with the design and permitting of the basins at actual cost plus twenty percent (20%).

6. **DOCUMENTS AND RECORDS.** The City has begun and will continue to share pertinent plans, documents, records, surveys, reports, regulatory notices, and correspondence with CMP.
7. **GOOD FAITH.** The Parties commit to good faith and fair dealings with one another.
8. **LONG-TERM AGREEMENT.** The Parties will use their best efforts to consider and approve a long-term agreement by August 31, 2024. This Agreement will expire either (i)

upon December 31, 2024, (ii) when the Parties enter into a long-term agreement or (iii) upon written acknowledgement by the Parties that this Agreement has been terminated, whichever event occurs first in time. However, by entering in to this agreement, neither party is obligated to enter into a long-term agreement.

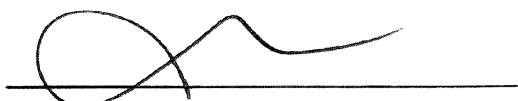
9. DUTY TO OPERATE. The City commits to continuing to staff and operate the Downtown Marina in good faith and to the best of their abilities during the pendency of this Agreement and beyond subject to the agreed terms of the long-term partnership agreement.

10. LITIGATION: The Parties represent there is no pending litigation or known potential claims which might affect each party's performance of its rights and obligations outlined herein.

IN WITNESS WHEREOF, City Marina Partners, LLC and the City have executed or have caused this Agreement, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

ATTEST:

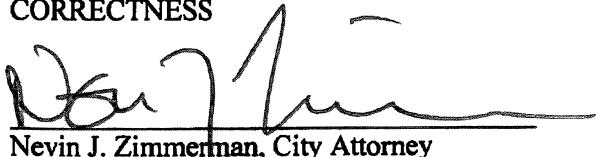
CITY OF PANAMA CITY



By: Michael K. Rohan Sr.

(Official Seal)

APPROVED AS TO FORM AND
CORRECTNESS


Nevin J. Zimmerman, City Attorney

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 18th day of June, 2024, by Michael K. Rohan Sr. on behalf of the CITY OF PANAMA CITY. Said person (check one) is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit:

Print Name: Jan Edwards

Notary Public, State of: Florida
Commission No.: _____
My Commission Expires: _____



WITNESSES FOR CITY MARINA
PARTNERS, LLC:

Mariia Kirland Jr.
Print Name

Dillon Host
Print Name

CITY MARINA PARTNERS, LLC.

By: Donald C. Coker
Print Name

Its: Donald
Manager

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 18th day of June, 2024, by
Donald Coker of Panama City. Said person (check one) is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit:

Print Name: Derinda Lynn McQuagge

Notary Public, State of: Florida
Commission No.: 144 502054
My Commission Expires: 7-6-28

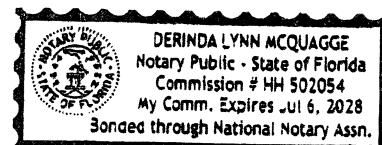


EXHIBIT A

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE/IMMEDIATELY 12/1/2023
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS 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(es) 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: Acefaria Insurance - PNS - Pensacola 10427 Sorrento Rd Ste 305 Pensacola FL 32507		CONTACT: Melissa Harris PHONE: 850-453-6512 FAX: 850-316-4563 ADDRESS: melissa.harris@acanline.com		
INSURED: RJ German Marine Construction, LLC RJ German Contracting, LLC 1944 Frankford Avenue Panama City FL 32405		LICENSE #: 1000467 RUGORWA-01 INSURER(S) AFFORING COVERAGE INSURER: New York Marine And General Insurance Company NAIC #: 16508 INSURER D: INSURER E: INSURER F: INSURER G:		
COVERAGE(S) CERTIFICATE NUMBER: 944173411 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.				
WORKERS COMPENSATION <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	TYPE OF INSURANCE INSURER	POLICY NUMBER ML202300002368	POLICY EXPIRATION DATE 12/1/2023 12/1/2024	LIMITS EACH OCCURRENCE \$ 1,000,000 DAMAGE TO PROPERTY PREMISES (Ex. expenses) \$ 100,000 MED EXP (Per person) \$ 5,000 PERSONAL & ADV. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMPOP AGG \$ 2,000,000 OTHER \$
GENERAL LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	TYPE OF INSURANCE INSURER	POLICY NUMBER ML202300002369	POLICY EXPIRATION DATE 12/1/2023 17/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 OTHER \$
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> UNINSURED LDPB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCL \$5 LIAB <input type="checkbox"/> CLAIMS-MADE	TYPE OF INSURANCE INSURER	POLICY NUMBER ML2023000023023	POLICY EXPIRATION DATE 9/1/2023 9/1/2024	EACH OCCURRENCE \$ 1,000,000 EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE POLICY LIMIT \$ 1,000,000
WORKERS COMPENSATION <input checked="" type="checkbox"/> AND EMPLOYERS LIABILITY <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> OTHER LIABILITY <input type="checkbox"/> (Mandatory in FL) If yes, describe under Description of Operations below:	TYPE OF INSURANCE INSURER	POLICY NUMBER IN202300007263 ML202300007368	POLICY EXPIRATION DATE 12/1/2023 12/1/2024 12/1/2023 12/1/2024	EACH OCCURRENCE \$ 1,000,000 EACH ACCIDENT \$ 1,000,000 PROPERTY DAMAGE \$ 1,000,000 SCHEDULED EQUIPMENT \$ 5,000,000 PAI with Crew \$ 1,000,000 SEA Pollution \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule, may be attached if more space is required) USL&H Included Inland Marine - \$1,000,000 includes rented and leased equipment with a \$2,500 AOP deductible/ 5% Named Storm Deductible Equipment Floater - All Risk including Flood / Earthquake Boom Collapse & Overload				
CERTIFICATE HOLDER City of Panama City 501 Harrison Avenue Panama City FL 32401		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 Chh 4 Lyle		
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Exhibit B

COST PLUS CONTRACT

AGREEMENT made as of the « » day of « » in the year « 2024 »
(*In words, indicate day, month and year.*)

BETWEEN the Owner:

(*Name, legal status, address and other information*)

«City of Panama City, Florida »« »
« 501 Harrison Avenue »
« Panama City, Florida 32401 »
« »



and the Contractor:

(*Name, legal status, address and other information*)

«City Marina Partners, LLC. »« »
« »
« »
« »

for the following Project:

(*Name, location and detailed description*)

« Reconstruction of existing fuel dock at downtown marina. »
« »
« »

The Architect:

(*Name, legal status, address and other information*)

«N/A »« »
« »
« »
« »

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 RELATIONSHIP OF THE PARTIES
- 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 5 CONTRACT SUM
- 6 CHANGES IN THE WORK
- 7 COSTS TO BE REIMBURSED
- 8 COSTS NOT TO BE REIMBURSED
- 9 DISCOUNTS, REBATES AND REFUNDS
- 10 SUBCONTRACTS AND OTHER AGREEMENTS
- 11 ACCOUNTING RECORDS
- 12 PAYMENTS
- 13 DISPUTE RESOLUTION
- 14 TERMINATION OR SUSPENSION
- 15 MISCELLANEOUS PROVISIONS
- 16 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 16.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. Those portions of the certain Interim Agreement dated June 18, 2024 between City Marina Partners (CMP) and the City of Panama City, Florida which are applicable to this Contract are incorporated herein by reference. The Work is generally described as the reconstruction of the fuel dock as follows:

*Reestablish gasoline and diesel services using existing underground tanks and city-installed piping that is currently terminated at the bulkhead. CMP will install pumps, hose reels and extend fuel lines and required utilities out on the dock for fuel operations.

*Extend water and electricity to the fuel dock, with a preference for permanent power over temporary generators. CMP would work with City staff to pull water lines from the base of the 9-11 memorial. Electrical will be pulled from the Civic Center or near Harrison's Restaurant.

*Install a floating dock with an ADA-compliant ramp similar to pre-hurricane Michael conditions.

*Clean up hurricane debris and repair damaged deck boards as well as cosmetic cleaning and painting that is needed.

*Set up a temporary office with AC for employees and portable bathrooms until permanent facilities are built.

*Manage facility with existing city employees and software already owned by the City.

ARTICLE 3 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 4

DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 4.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[] The date of this Agreement.

[] A date set forth in a notice to proceed issued by the Owner.

[] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

»

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 4.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 4.3 Substantial Completion

§ 4.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[] Not later than » (90) calendar days from the date of commencement of the Work.

[] By the following date: « July 1, 2024 »

§ 4.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 4.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 4.3, liquidated damages, if any, shall be assessed as set forth in Section 5.1.6.

ARTICLE 5 CONTRACT SUM

§ 5.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

§ 5.1.1 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work, or other provision for determining the Contractor's Fee.)

« 20% of the Cost of Work which shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00). »

§ 5.1.2 The method of adjustment of the Contractor's Fee for changes in the Work:

« »

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

« »

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed « twenty » percent («20» %) of the standard rental rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 5.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

« »

§ 5.1.7 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

« Contractor will solicit competitive bids where applicable and in accordance with the City procurement policy. »

§ 5.2 Control Estimate

§ 5.2.1 The Contractor shall prepare and submit to the Owner, in writing, a Control Estimate of Two Hundred Fifty Thousand Dollars (\$250,000.00). The Control Estimate includes the estimated Cost of the Work plus the Contractor's Fee. The Control Estimate shall be used to monitor actual costs and the timely performance of the Work. The Contractor shall update the Control Estimate with each Application for Payment as needed to reflect changes in the Work.

§ 5.2.2 The Control Estimate shall include

- .1 the documents enumerated in Article 16, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate, including assumptions under Section 5.2.4, to supplement the information provided by the Owner and contained in the Contract Documents;

- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment, and the Owner's occupancy requirements; and
- .5 contingencies for further development of design and construction, as required by Section 5.2.4.

§ 5.2.3 The Contractor shall meet with the Owner and Architect to review the Control Estimate. In the event that the Owner or Architect discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Contractor, who shall make appropriate adjustments to the Control Estimate. When the Control Estimate is acceptable to the Owner, the Owner shall acknowledge it in writing.

§ 5.2.4 To the extent that the Contract Documents are anticipated to require further development, the Contractor shall provide in the Control Estimate for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated in a revised Control Estimate by mutual agreement of the parties.

§ 5.2.5 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 5.2.6 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

ARTICLE 6 **CHANGES IN THE WORK**

§ 6.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Article 7 of AIA Document A201™-2017, General Conditions of the Contract for Construction. The Contractor shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work. The Contractor shall incorporate all changes in the Work and Contract Time as separate entries in the Control Estimate.

§ 6.2 Increased costs for the items set forth in Article 7 which result from changes in the Work shall become part of the Cost of the Work, and the Contractor's Fee shall be adjusted as provided in Article 5.

§ 6.3 If the Contractor receives any drawings, specifications, interpretations or instructions from the Owner or Architect which are inconsistent with the Contract Documents, or encounters unanticipated conditions, any of which will result in a significant change in the Cost of the Work or estimated date of Substantial Completion in comparison with the Control Estimate, the Contractor shall promptly notify the Owner and Architect in writing and shall not proceed with the affected Work until the Contractor receives further written instructions from the Owner and Architect.

§ 6.4 If no specific provision is made in Article 5 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of changes is such, in the aggregate, that application of the adjustment provisions of Article 5 will cause substantial inequity to the Owner or Contractor, the Contractor's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work.

ARTICLE 7 COSTS TO BE REIMBURSED

§ 7.1 Cost of the Work

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article 7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

§ 7.2.3 Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Contractor, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments, and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Contractor, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of a comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Contractor's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Contractor, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Contractor is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Contractor is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Contractor's Fee.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by negligence of, or failure to fulfill a specific responsibility by, the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; and (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 10.

ARTICLE 8 COSTS NOT TO BE REIMBURSED

§ 8.1 The Cost of the Work shall not include the items listed below:

- 1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 15;**
- 2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;**
- 3 Expenses of the Contractor's principal office and offices other than the site office;**
- 4 Overhead and general expenses, except as may be expressly included in Article 7;**
- 5 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;**

- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Contractor, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable; and
- .7 Any cost not specifically and expressly described in Article 7.
- .8 Any Work performed by a Related Party shall be considered Work performed by CMP and shall not be subject to the payment of an additional Contractor's Fee pursuant to section 5.1.1.

ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

§ 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials, and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Architect and Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers in consultation with the Architect and to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

§ 10.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of a cost-plus a fee, the Contractor shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11.

§ 10.3 The Contractor shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Contractor shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the Owner's approval of the Control Estimate, the Owner shall procure the items on terms and conditions acceptable to the Contractor. Upon the Owner's approval of the Control Estimate, the Owner shall assign all contracts for these items to the Contractor and the Contractor shall thereafter accept responsibility for them.

ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating

to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 12 PAYMENTS

§ 12.1 Progress Payments

§ 12.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 12.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 12.1.3 Provided that an Application for Payment is received by the Architect not later than the ~~last~~ day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the ~~15th~~ day of the ~~following~~ month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ~~15th~~ (~~15~~) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 12.1.4 With each Application for Payment, the Contractor shall submit the cost control information required in Section 5.2.5 along with payrolls, petty cash accounts, receipted invoices, or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 12.1.5 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

§ 12.1.6 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 12.1.6.1 The amount of each progress payment shall first include:

- .1 The Cost of the Work as described in Article 7;
- .2 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .3 The Contractor's Fee computed upon the Cost of the Work described in the preceding Section 12.1.6.1.1 at the rate stated in Section 5.1.1; or if the Contractor's Fee is stated as a fixed sum in Section 5.1.1, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work included in Section 12.1.6.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 12.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 12.1.7.

§ 12.1.7 Retainage

§ 12.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« 5% »

§ 12.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »

§ 12.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 12.1.7.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

« »

§ 12.1.7.3 Except as set forth in this Section 12.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 12.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

« »

§ 12.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 12.1.9 Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 12.1.10 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 12.1.11 In taking action on the Contractor's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 12.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 12.2 Final Payment

§ 12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- 1 the Contractor has fully performed the Contract, except for the Contractor's responsibility to correct Work, as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- 2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- 3 a final Certificate for Payment has been issued by the Architect in accordance with Section 12.2.2.

§ 12.2.2 Within 30 days of the Owner's receipt of the Contractor's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 12.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditor's findings to the Architect.

§ 12.2.2.2 Within seven days after receipt of the written report described in Section 12.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 12.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 12.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

§ 12.2.2.3 If the Owner's auditors report concludes that the Cost of the Work, as substantiated by the Contractor's final accounting, is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

§ 12.2.3 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 12.2.4 If, subsequent to final payment, and at the Owner's request, the Contractor incurs costs, described in Article 7 and not excluded by Article 8 to correct defective or nonconforming Work, the Owner shall reimburse the Contractor for such costs, and the Contractor's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment.

§ 12.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

12% 

ARTICLE 13 DISPUTE RESOLUTION

§ 13.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017 unless the parties appoint below another individual, not a party to the Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »
« »
« »

§ 13.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 15 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction. The prevailing party shall be entitled to an award of its reasonable costs, expenses, expert fees, and attorney's fees. The exclusive venue for any litigation arising from or related to this Agreement shall rest in the courts of Bay County, Florida.

ARTICLE 14 TERMINATION OR SUSPENSION

§ 14.1 Termination

§ 14.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 14.1.2 Termination by the Owner for Cause

§ 14.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the Owner shall then only pay the Contractor an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 14.1.2.2 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 14.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

« The same method as provided for in Section 14.1.2.1 above. »

§ 14.2 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term “profit” shall be understood to mean the Contractor’s Fee as described in Article 5 and Section 6.4 of this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 15.2 The Owner’s representative:

(Name, address, email address and other information)

« Jonathan H. Hayes »

« City Manager »

« jhayes@panamacity.gov »

« »

« »

« »

§ 15.3 The Contractor’s representative:

(Name, address, email address and other information)

« »

« »

« »

« »

« »

« »

§ 15.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 15.5 Insurance and Bonds

§ 15.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A103™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 15.5.2 The Contractor shall provide bonds as set forth in AIA Document A103–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 15.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or otherwise as set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 15.7 Other provisions:

« »

ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS

§ 16.1 This Agreement is comprised of the following documents:

- .1 AIA Document A103™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A103™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4

(Insert the date of the E203-2013 incorporated into this Agreement.)

« »
.5 Drawings

Number	Title	Date
--------	-------	------

.6 Specifications

Section	Title	Date	Pages
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.7 Addenda, if any:

Number	Date	Pages
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Portions of Addenda relating to proposal requirements are not part of the Contract Documents unless the proposal requirements are also enumerated in this Article 16.

.8 Other Exhibits:

(Check all boxes that apply.)

[« »] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

« »

[« »] The Sustainability Plan:

Title	Date	Pages
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[« X »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« Exhibit A - That certain Interim Agreement dated June 18, 2024 between CMP and the City of Panama City, Florida.

Exhibit B – Certificate of Insurance (including Jones Act coverage).

»

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

« »« »

(Printed name and title)

CONTRACTOR (Signature)

« »« »

(Printed name and title)

RESOLUTION NO. 20260210.3

A RESOLUTION PROVIDING FOR THE AMENDMENT OF THE APPROVED FISCAL YEAR 2025-2026 BUDGET TO UTILIZE MARINA RESERVES FOR PAYMENT TO CITY MARINA PARTNERS FOR INCURRED COSTS.

WHEREAS, the local municipal budget for the fiscal year 2026 was approved on the 23rd day of September, 2025; and

WHEREAS, the public hearing on said budget has been held as advertised; and

WHEREAS, it is desired to amend said approved budget;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PANAMA CITY, FLORIDA, that:

Section 1. The following amendments to the approved budget of fiscal year 2026 be made:

INCREASE

MARINA FUND REVENUES

450.0000.370.000 – Budgetary Changes in Reserves	\$98,163
--	----------

MARINA FUND APPROPRIATIONS

450.7500.53100 – Professional Services	\$98,163
--	----------

Section 2. The City Manager is hereby authorized to expend budgeted funds in furtherance hereof.

Section 3. The Mayor and City Attorney are hereby authorized to take such action as may be necessary to implement the purpose and provisions of this Resolution.

PASSED, APPROVED AND ADOPTED by the City Commission of the City of Panama City, Florida, at its regular meeting, on this 10th day of February, 2026.

CITY OF PANAMA CITY, FLORIDA

By: _____
Allan Branch, Mayor

Attest:

Janette Smith, CPA, CMC, City Clerk-Treasurer