

**COMMUNITY REDEVELOPMENT AGENCY
BOARD OF DIRECTORS
MEETING AGENDA**

**APRIL 4, 2016
MONDAY, 6:30 P.M.
COUNCIL CHAMBERS**

THE CRA MEETING WILL BE HELD AT THE END OF THE REGULAR CITY COUNCIL MEETING

1. CONSENT AGENDA ITEM.*

- A. Approval to pay invoice 95653 in the amount of \$150.00 to Smolker, Bartlett, Loeb, Hinds, and Sheppard P.A.

*These are items considered routine in nature and will be considered by one motion. If any citizen wishes to voice an opinion on one of the items, you should advise the Council immediately.

2. ACTION ITEM

- A. Acceptance of a proposal for professional engineering services with Mesimer and Associates of St. Petersburg Florida, related to the acquisition of city property at Wayside Park.

3. PUBLIC FORUM

4. ADJOURNMENT

If any person decides to appeal any decisions made with respect to any matter considered at this meeting or public hearing, such person may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based. The public is invited to comment on matters before the City Council upon seeking and receiving recognition from the Chair. If you are a person with a disability who needs accommodation in order to participate in a public hearing you are entitled to the provision of certain assistance. Please contact the City Clerk's office at (850) 934-5115 or at 1070 Shoreline Drive, Gulf Breeze at least one (1) week prior to the date of the public hearing.

City of Gulf Breeze

Memorandum

To: Edwin A. Eddy, City Manager

From: Curt Carver, Deputy City Manager

Date: 4/1/2016

Subject: Engineering Services

Enclosed please find a proposal for engineering services with Mesimer and Associates related to the acquisition of City property by FDOT. This is a component of the Pensacola Bay Bridge Replacement Project. You will recall that Mesimer was recommended to the City by our special counsel, Mr. Smolker. This proposal has been reviewed by the City Attorney as to form. The engineering services outlined in this proposal will be useful in determining the impacts on Wayside Park from the Bridge Project and will ultimately aid in the valuation of the taking.

I recommend that it be presented and approved by the City Council as presented. Let me know if you have any questions.

Recommendation: That the City Council meet in their capacity as the Board of Directors for the CRA and accept the proposal from Mesimer and Associates of St. Petersburg, Florida as presented.

Enclosure



March 30, 2016

Mr. David Smolker
Smolker, Bartlett, Loeb, Hinds and Sheppard, P.A.
100 North Tampa Street
Suite 2050
Tampa, Florida 33602

Reference: Wayside Park, Gulf Breeze, Florida

Dear Mr. Smolker:

Mesimer and Associates, Inc. thank you for the opportunity to submit this proposal to provide Professional Civil Engineering Services for the Wayside Park in Gulf Breeze, Florida. Our proposed Scope of Services follows.

SCOPE OF SERVICES

We propose to provide Professional Engineering Services, as requested by you, pursuant to providing expert Engineering Services as needed, resulting from the acquisition of property by the Florida Department of Transportation. We anticipate that these services will include:

Our services will include:

- Property inspections and field measurements, as needed;
- Preparation of site drawings and construction plans;
- Preparation of cost estimates of any items in the area of taking;
- Preparation of cost estimates for any needed site modifications;
- Attendance at meetings with you and or local government officials;
- Attend depositions, hearings and trials as needed;
- Other services that may be assigned but not foreseen at this time.

Consulting Engineers and Planners

4738 CENTRAL AVENUE • ST. PETERSBURG, FLORIDA 33711
(727) 894-8589 • FAX (727) 898-4937

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COMPENSATION

We propose to conduct these services on the basis of our standard hourly rates shown below.

- Principal \$225.00 per hour
- Planner \$175.00 per hour
- Project Manager \$175.00 per hour
- Designer \$145.00 per hour
- Cad Tech \$120.00 per hour
- Field Tech \$ 75.00 per hour

During the process of our work, statements will be sent monthly. Payment will be due within 30 calendar days.

Termination. Either party may terminate this letter agreement with or without cause by giving the other party at least thirty (30) days written notice.

Work Product. All work product produced, in whole or in part, by Mesimer Associates, Inc. pursuant to this letter agreement, including but not limited to reports, plans, documents, field notes, CADD files, computer programs and other media or other items generated or obtained pursuant to this letter agreement shall become the property of the City of Gulf Breeze, Florida upon payment for services performed by Mesimer Associates, Inc. under this agreement.

Insurance. Mesimer Associates, Inc. shall carry the following insurance during the performance of services under this letter agreement and shall provide certificates of insurance evidencing the coverage prior to the commencement of services under this letter agreement:

- A. Worker's Compensation Insurance with statutory coverage; and,
- B. Commercial General Liability Insurance with aggregate annual limits of 4,000,000; and, 2,000,000
- C. Automobile Liability Insurance Coverage with aggregate annual limits of 1,000,000; and,
- D. Professional Liability Insurance with aggregate annual limits of 1,000,000.

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The insurance carriers(s) shall provide Mesimer Associates, Inc. and the City of Gulf Breeze, Florida thirty (30) days written notice of cancellation of any policy.

Notices. Any notices ("Notice") to be sent pursuant to this Agreement shall be to the following designated individuals:

For the City:
Edwin "Buz" Eddy, City Manager
1070 Shoreline Drive
Gulf Breeze, FL 32561
850-934-5100
eaeddy@gulfbreezefl.gov
and

David Smolker, Esq.
Smolker, Bartlett, Loeb, Hinds and Sheppard, P.A.
100 North Tampa Street
Suite 2050
Tampa, Florida 33602
DavidS@smolkerbartlett.com

For Mesimer Associates, Inc.:

Reginald Mesimer
4738 Central Avenue
St. Petersburg, Florida 33711
(727)894-8589
rm@mesimer.com

All Notices must be sent via (a) facsimile transmission, (b) via email, and (c) (i) certified U.S. Mail, return receipt requested, or (ii) nationally recognized overnight carrier (such as FedEx or UPS).

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Entire Agreement. This letter agreement constitutes and contains the entire agreement and understanding of the parties and the subject matters addressed herein between the parties, and supersedes and replaces all prior negotiations and all prior agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof.

Law and Venue. This letter agreement shall be governed by and subject to the laws of the State of Florida; and venue shall be exclusively in the state courts of the Santa Rosa County, Florida.

Severability. In the event that one or more of the provisions of this letter agreement shall for any reason be held to be illegal or unenforceable, this letter agreement shall be revised only to the extent necessary to make such remaining provision(s) of the letter agreement legal and enforceable.

Assignment. This letter agreement shall not be assigned by either party to this Agreement without the written consent of the other party.

Amendment. The parties may amend this letter agreement only by a written agreement of the parties.

Non-Waiver. No provision in this letter agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.

Indemnification. Mesimer Associates, Inc. shall indemnify, defend and hold harmless the City of Gulf Breeze, Florida, its Mayor, its City Council Members, employees, consultants and contractors at all times after the date of this letter agreement against any liability, loss, damage (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee, and penalty, or other charge, arising out of or relating to, in whole or in part, directly or indirectly, to this letter agreement regardless of the location of the act or omission giving rise to the liability, loss, damage (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee, and penalty, or other charge and regardless of whether the act or omission giving rise to the liability, loss, damage (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee, and penalty, or other charge occurs before or after the date of this letter agreement. Mesimer Associates, Inc.'s indemnification obligations set forth herein shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

Litigation Expenses. If any legal action or other proceeding is brought under this letter agreement, in addition to any other relief to which the successful or prevailing party or parties ("Prevailing Party") is entitled, the Prevailing Party is entitled to recover, and the non-Prevailing Party shall pay, all the Prevailing Party's: (1) reasonable attorneys' fees; (2) court costs, and, (3) expenses, even if not recoverable by law as court costs (including, without limitation, all fees, taxes, costs and expenses incident to the action as well as appellate, bankruptcy and post-judgment proceedings), incurred in that action or proceeding and all appellate proceedings. For purposes of this sub-section, the term "attorneys' fees" shall include, without limitation, paralegal fees, investigative fees, expert witness fees, administrative costs, disbursements, and all other charges billed by the attorney to the Prevailing Party.

Public Records. In accordance with Section 119.0701, Florida Statutes, Mesimer Associates, Inc. under the direction and supervision of the City Clerk for the City of Gulf Breeze, Florida shall comply with the public records law as follows:

- A. **Maintenance.** Keep and maintain public records that ordinarily and necessarily would be required by the City of Gulf Breeze, Florida in order to perform the service.
- B. **Access.** Provide the public with access to public records on the same terms and conditions that the City of Gulf Breeze, Florida would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. **Exemptions.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. **Retention and Transfer.** Meet all requirements for retaining public records and transfer, at no cost, to the City of Gulf Breeze, Florida all public records in possession of Mesimer Associates, Inc. upon termination of this letter agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Gulf Breeze, Florida in a format that is compatible with the information technology systems of the City of Gulf Breeze, Florida.

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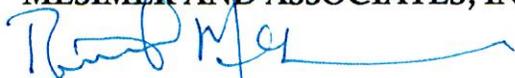
- E. Failure to Comply. If Mesimer Associates, Inc. does not comply with a public records request, the City of Gulf Breeze, Florida shall enforce this Public Records section by any means authorized by law.

CLOSURE

If you concur with the forgoing, and wish us to proceed with the aforementioned work, please execute the enclosed copy of this letter agreement in the space provided and return the undersigned. Fees and times stated in the agreement are valid for thirty (30) days after the date of agreement by Mesimer and Associates, Inc.

Very truly yours,

MESIMER AND ASSOCIATES, INC.



Reginald V. Mesimer, P.E.
President

Agreed to this _____ day of _____, 2016

By: _____
Name

Title