## **RESOLUTION 21-96**

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A TASK ORDER WITH PANHANDLE ENGINEERING, INC. FOR ENGINEERING SERVICES FOR N. RICHARD JACKSON BOULEVARD AND PANAMA CITY BEACH PARKWAY INTERSECTION IMPROVEMENTS IN THE AMOUNT OF \$98,600, AND AUTHORIZING A BUDGET AMENDMENT TO FUND THIS PURCHASE.

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

1. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Task Order 2021-02 to the Master Services Agreement dated January 28, 2016 between the City and Panhandle Engineering, Inc., relating to the design and engineering of N. Richard Jackson Boulevard and Panama City Beach Parkway Intersection Improvements, in the total amount of Ninety Eight Thousand Six Hundred Dollars and No Cents (\$98,600), in substantially the form attached as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

2. The following budget amendment #29 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2020 and ending September 30, 2021, as shown in and in accordance with the attached and incorporated Exhibit B, to reflect the receipt and expenditure for the purposes stated therein.

3. This Resolution shall take effect immediately upon passage.

**PASSED, APPROVED AND ADOPTED** at the regular meeting of the City Council of the City of Panama City Beach, Florida, this 25 day of February, 2021.

## CITY OF PANAMA CITY BEACH

By:

Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

## COMBINED TASK ORDER AND NOTICE TO PROCEED

TASK ORDER NO. <u>2021-02</u>

DATE 2/25/21

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND PANHANDLE ENGINEERING, INC. RELATING PROFESSIONAL ENGINEERING SERVICES dated January 19, 2016, (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to \_Richard Jackson Blvd and Panama City Beach Parkway Intersection Improvements

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

X a stipulated sum of \$ 98,600 ; or

6	a sti	pulat	ed sum of \$	\$		pl	plus one or more specified allowances						
listed	be	below which may be authorized in writing by the City Manager or his designee,											
	All	owan	ce of \$			for				_, and			
	All	owan	ce of \$			for				_; or			
	а	fee	determined	on	а	time-involved	basis	with	а	maximum	cost	of	
\$			:										

as set forth upon incorporated Attachment B, Fee Breakdown, and shall be paid in monthly installments as specified in the Agreement.

Design work shall begin on <u>March 1</u>, 20\_21, and shall be completed within <u>180</u> calendar days. The date of completion of all design work is therefore August 28 20 21 . Liquidated delay damages, if any, are set at the rate of \$ 0.00 per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

Upon execution of this task order by both Engineer and City, Engineer is directed to proceed.

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

Witness:

PANHANDLE ENGINEERING, INC.

By:\_\_\_\_\_ Date: Its:

CITY OF PANAMA CITY BEACH, FLA.

By: <u>Alforo Date:</u> 3/11/21 City Manager

ATTEST

ne Jasone