

RESOLUTION 21-223

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH JRA ARCHITECTS, INC. FOR PROFESSIONAL DESIGN SERVICES FOR POLICE AND FIRE DEPARTMENT BUILDINGS; AND AUTHORIZING A TASK ORDER FOR THE DESIGN OF FIRE STATION 31 IN THE AMOUNT OF \$488,457.

BE IT RESOLVED that:

1. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Master Services Agreement between the City and JRA Architects, Inc., relating to the professional architectural services for the police and fire departments, in substantially the form attached 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 appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Task Order to the Master Services Agreement between the City and JRA Architects, Inc., relating to the design and construction administration of Fire Station 31, in the total amount of Four Hundred Eighty Eight Thousand, Four Hundred Fifty Seven Dollars (\$488,457), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 9th day of September, 2021.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

RESOLUTION 21-223

**MASTER SERVICES AGREEMENT
BETWEEN
CITY OF PANAMA CITY BEACH AND
JRA ARCHITECTS, INC.
RELATING TO
PROFESSIONAL ARCHITECTURAL SERVICES
FOR PANAMA CITY BEACH FIRE AND POLICE DEPARTMENT**

THIS AGREEMENT is made and entered into this day of ____, 2021, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation ("City") and **JRA ARCHITECTS, INC.** ("Architect").

PREMISES

WHEREAS, the City desires to have Architect assist the City with programming and design, construction administration on request (not guaranteed on all construction) and other related, miscellaneous projects for the development and rehabilitation of City Fire and Police Department facility over a period of years through a series of related professional projects (generally in this Agreement the "Project"); and

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

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

1. SCOPE OF PROFESSIONAL SERVICES:

A. The City retains the Architect to diligently, competently and timely perform professional architectural services by individual tasks as requested from time to time by the City to advance the Project. Upon request, Architect will prepare a detailed, task specific scope of work for each task and phase of work of the project to be undertaken in accordance with the general scope and description of services and standards, and all other matters described or contained, in the request for statements of qualification which led to this Agreement (which are hereby incorporated into this Agreement), and also in accordance with this Agreement. The proposed scope of work shall include a schedule for the work and, separately stated, a proposed fee. The proposed fee shall be (i) a stipulated sum or (ii) a stipulated sum plus one or more specified allowances which may be authorized by the City Manager or his designee or (iii) a fee determined on a time-involved basis at the hourly rates specified on Exhibit A which shall include a maximum cost.

B. If accepted by the City, the proposed scope of work shall be incorporated into a task order in materially the form set forth as Exhibit B (each a Task Order). Each Task Order shall be numbered and dated, incorporate this Agreement and any additional terms related to that specific Task Order, and shall be signed both by the City and by the Architect. If a term herein conflicts with a term in a Task Order, the term in the Task Order shall control to the extent of such conflict.

C. The general scope of services described in the request for statements of qualification which led to this Agreement is:

As City needs and financial conditions permit, provide planning, design and construction administration services for construction, rehabilitation or renovation of several City Police and Fire Department facilities located at various locations. Proposed tasks generally include, but are not limited to the following phases or segments of the project:

1. Programming and design of a new approximately 10,000-11,000 s.f. Fire Station to replace current ST31 and be located on the City Hall administrative campus; and
2. Programming and design of a new approximately 7,000-8,000 s.f. Fire Station to replace current ST32 and be located in the City's eastern service area; and
3. Programming and design of a new approximately 1,200 s.f. Police substation to be located in the City's eastern service area; and
4. Preparation of plans/specifications related to renovations/improvements for various City Fire and Police Department buildings, where the projects meet one of the following criteria:
 - a. related to City Fire and Police Department construction projects for which construction costs do not exceed \$4,000,000, or
 - b. for specific engineering projects or study activities when the fee for such professional engineering service does not exceed \$500,000, or
 - c. related to City Fire and Police Department facilities and improvements which are included in the then current Five (5) Year Capital Plan.

2. COMPENSATION AND PAYMENT:

A. Architect's compensation for the services described in each scope of work shall be stated or incorporated in the Task Order related to that scope. Hourly compensation shall be determined in increments of one-tenth (1/10) of an hour.

B. In addition, with prior, written authorization by City, the Architect shall be reimbursed for reasonable out-of-pocket expenses upon submission of adequate documentation. The Architect shall invoice the City at actual costs times a factor of 1.10 for all out-of-pocket costs including sub-consultants (if required). Records of costs incurred under the terms of this Agreement shall be maintained by the Architect and made available to the City during the period of this Agreement, and for one (1) year after the final payment is made. Copies of these documents and records shall be furnished to the City without cost.

C. Upon written instruction by the City, the Architect shall perform additional work necessary or convenient to complete the services for which a Task Order is entered, and which are mentioned or referenced in this Agreement. The Architect shall be entitled to additional compensation unless such work is required as a result of error, omission, or negligence by the Architect. The additional compensation shall be computed by the Architect on a revised fee quotation proposal and submitted to the City for written approval. If the parties cannot agree, Architect's initial compensation will be such amount as the City shall determine in good faith to be the fair value of such services, and such amounts shall be paid to Architect in monthly installments as set forth elsewhere in this Agreement. In the event the City shall unilaterally determine the amount to be paid for such services, Architect shall have the right, to be

exercised by written notice delivered to the City within twenty (20) days after the City Council shall unilaterally determine such amount, to have the value of such services determined by binding arbitration pursuant to the Florida Arbitration Code and in accordance with the rules of the American Arbitration Association. The Architect and the City each shall select one arbitrator and those two shall select a third. Each arbitrator shall be familiar by trade or occupation with Architecture. The decision of any two (2) arbitrators shall be conclusive and may be enforced in any court of competent jurisdiction in the State of Florida. Each party shall promptly pay when billed, including in advance, one-half of all arbitration fees and costs. The prevailing party shall recover from the other its reasonable attorney's fees and costs, including fees and costs incurred in arbitration and in any action in any court of competent jurisdiction in the State of Florida to enforce the arbitration award, including appeal. Should the arbitrators award Architect an amount equal to or less than the amount that the City has unilaterally determined, Architect shall nonetheless be paid the amount unilaterally determined by the City but the City shall be deemed the prevailing party and Architect shall pay the City's reasonable attorney's fees.

D. In the event that additional outside services are required due to unforeseen conditions, the Architect shall:

1. Obtain a written proposal from the firm designated to render the required services, and submit such proposal to the City for written approval.
2. If the services are such that registration is required to perform them, the Architect shall select a firm that is registered in the State of Florida.
3. If the proposal is approved in writing by the City, the Architect shall enter into a contract with the firm for the furnishing of such services in accordance with the proposal.
4. The Architect shall submit a minimum of five (5) printed copies and one (1) digital copy of deliverables for all required services to the City, unless otherwise directed by the City.
5. Upon approval by the City of such reports, the City shall reimburse the Architect for the cost of such services, which cost shall not exceed 1.10 times the amount of the proposal.
6. Services rendered by the Architect in connection with the coordination of these additional services shall be considered within the scope of the basic contract, and no additional fee shall be due the Architect except as part of the multiplier stated in immediately preceding subsection 2.D.5.

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

1. Where a stipulated sum is specified, the City shall pay Architect in monthly installments based upon the percentage of satisfactory completion. In support of payment, Architect shall monthly submit a request for payment describing the work done, percentage of completion

and amount requested to be paid, all by reference to line items in the scope of services where available.

2. Where fees are computed on a time-involved basis, the City shall pay Architect monthly in arrears upon receipt of an itemized statement in form and detail reasonably acceptable to City.

F. The acceptance by the Consultant, its successors, or assigns, of any Final Payment due upon the termination of this Agreement, shall constitute a full and complete release of the City from any and all claims or demands regarding further compensation for authorized Services rendered prior to such Final Payment that the Consultant, its successors, or assigns have or may have against the City under the provisions of this Agreement. This Section does not affect any other portion of this Agreement that extends obligations of the parties beyond Final Payment.

3. **SCHEDULE:** The estimated schedule for the services required shall be included in each Task Order and related scope of services.

4. **CITY'S RESPONSIBILITY:** The City shall furnish the Architect with all existing data, plans, profiles, and other Architecting information available and useful in connection with the proposed project now on file with the City which shall be returned to the City upon the completion of the services to be performed by the Architect, unless such data, plans, profiles, and other data are necessary for daily operations; then such forms of information shall be promptly duplicated by the Architect and the originals returned to the City.

5. **CITY'S DESIGNATED REPRESENTATIVE:** It is understood and agreed that the City designates the City Architect or his designated representative to represent the City in all technical matters pertaining to and arising from the work and performance of this Agreement, whose responsibility shall include:

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

B. Transmission of instructions, receipt of information, interpretation, and definition

of City policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

C. Give prompt written notice to the Architect whenever the City observes or otherwise becomes aware of any defects or changes necessary in the Project.

6. **CHANGES IN SCOPE:** The City may from time to time, request changes in the scope of work.

Such changes, including any increase or decrease in the amount of the Architect's compensation, shall not be binding unless mutually agreed upon by and between the City and the Architect, and incorporated in written amendments to this Agreement.

7. TERMINATION:

A. The City may terminate this Agreement for cause upon written notice to Architect if Architect fails to diligently, competently and timely perform any of the work, fails to cooperate with others associated with the work, or otherwise fails to perform or observe any material covenant, representation or warranty contained in this Agreement. Architect may terminate this Agreement for cause upon written notice to City if City fails to perform or observe any material covenant, representation or warranty contained in this Agreement. In the event of such termination, the parties shall be entitled to the rights and remedies provided by law. If the City wrongfully terminates this Agreement, the City shall be responsible to Architect solely for the reasonable value of the work performed by the Architect prior to the City's wrongful action, including reasonable overhead and profit on the work performed, less prior payments made. Under no circumstances shall Architect be entitled to overhead and profit on work not performed.

B. This is a continuing Agreement with a public agency. Accordingly, City may terminate this Agreement at any time without cause upon written notice to Architect. Should the City terminate this Agreement without cause, City shall pay Architect for work performed through the date of Notice of Termination, including overhead and profit, and shall have no further responsibility to Architect.

8. TERM: Unless terminated sooner pursuant to the provisions of the "TERMINATION" clauses contained in Paragraph 7 of this Agreement, and subject to the availability of appropriated funds, this Agreement shall take effect on the day and year first above written for an initial term of four (4) years, and the City shall have the unilateral option to extend the initial term for one additional term of four (4) years by written notice delivered to the other party at any time before or within thirty (30) days after expiration of the initial term.

9. INDEMNIFICATION: The Architect hereby does hold the City harmless of any and all claims, actions, or suits to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Architect or any person employed or utilized by the Architect in the performance of professional services hereunder, to the fullest extent permitted by Section 725.08(1), *Florida Statutes (2016)*. The specific consideration given for the promises of the Architect set forth in this paragraph is one dollar (\$1) in hand paid by the City to the Architect, receipt whereof is hereby acknowledged and the adequacy of which the Architect accepts as completely fulfilling the obligations of the City.

The provisions of this Section shall survive termination of this Agreement.

10. INSURANCE:

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

1. Worker's Compensation: For all of his employees engaged in work on the project

project under this Agreement. In case any employee engaged in hazardous work on the project is not protected under the Worker's Compensation Statute, the Architect shall provide Employer's Liability Insurance for the protection of such of his employees not otherwise protected under such provisions.

Coverage A — Worker's Compensation - Statutory

Coverage B — Employer's Liability - \$1,000,000.00

2. Liability: Comprehensive General
Liability insurance including, but not limited to:
 - a. Independent Contractor's Liability;
 - b. Contractual Liability;
 - c. Personal Injury Liability.

The minimum primary limits shall be no less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate Personal Injury Liability, and no less than \$500,000 Property Damage Liability, or \$2,000,000 Combined Single Limit Liability, or higher limits if required by any Excess Liability Insurer. City shall be named as additional insured pursuant to an additional insured endorsement on ISO Form 20 10 10 01 (or superseding form) providing comprehensive general liability coverage for completed operations in addition to on-going operations.

3. Automobile Liability: Automobile Liability including all owned, hired, and non-owned automobiles. The minimum primary limits shall be no less than \$1,000,000 Bodily Injury Liability, and no less than \$1,000,000 Property Damage Liability, or no less than \$1,000,000 Combined Single Limit Liability, or higher limits if required by the Excess Liability Insurer. City shall be named as additional insured.

4. Professional Liability: Professional Liability insurance covering professional services rendered in accordance with this Agreement in an amount not less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate project specific coverage, or in an amount not less than \$10,000,000 per claim / \$10,000,000 annual aggregate non-project specific company-wide coverage.

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

limits or scope of coverage or cancellation, then the following wording may be substituted "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS." If the insurance policies expire during the term of this Agreement, a renewal certificate shall be filed with the City thirty (30) days prior to the renewal date.

11. NEGOTIATION DATA:

A. The Architect hereby certifies, covenants, and warrants that Hourly Rates and other factual unit costs supporting the compensation provided in Exhibit A are accurate, complete, and current as of the date of negotiation.

B. Truth-in-Negotiation Certificate: Execution of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the Agreement.

The original contract price and additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual amount costs. The City shall exercise its rights under this "Certificate" within 1 year following final payment.

C. Contingency Fees: The Architect warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Architect to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Architect any fee, commission, percentage, gift, or any other consideration upon or resulting from the award of this agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct the contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12. OWNERSHIP OF DOCUMENTS: It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications, and all other data in whatever form (text, graphic, digital or other electronic), prepared or obtained by the Architect in connection with its services hereunder shall always be the property of the City and shall be delivered to the City promptly without cost or lien upon request or termination of this Agreement by lapse of time or otherwise. The Architect shall not be liable for any use by the City of project specific design documentation if modified in any manner without written approval of the Architect. The City shall not use the Architect's project specific design documentation on any project other than the project described in the Scope of Work and Instructions to Respondents unless the City notifies the Architect of its intended use, provides insurance protection for the Architect for all claims which might arise out of the City's use of the documents, and obtains written consent of the use by the Architect.

When transferring data in electronic media format, Architect makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Architect at the beginning of the Project. Because the data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Architect shall not be responsible to maintain documents stored in electronic media format after acceptance by City. The original hard copy of the documents containing the professional Architect's seal shall take precedence over the electronic documents.

Notwithstanding any provision to the contrary contained in this Agreement, Architect shall retain sole ownership to its pre-existing computer programs and software.

13. WORK COMMENCEMENT/PROGRESS/DELAYS:

A. The services to be rendered by the Architect shall commence upon execution of this Agreement, and the respective Task Order, and upon written notice to proceed from the City Manager of his designee.

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

C. In the event there are delays on the part of the City or regulatory agencies as to the approval of any of the plans, permits and drafts of special provisions submitted by the Architect which delay the project schedule completion date, the City shall grant to the Architect in writing an extension of time equal to such delays.

D. The Architect shall maintain an adequate and competent staff of professionals and may associate with other qualified firms for the purpose of rendering services hereunder. The Architect, however, shall not sublet, assign, or transfer any work under this Agreement without the written consent of the City.

14. STANDARDS OF CONDUCT:

A. The Architect covenants that it or any of its employees presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with performance of services hereunder.

B. The Architect agrees that it and its employees shall be bound by the Standards of Conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Agreement, which

standards will by reference be made a part of this Agreement as though set forth in full. The Architect agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

15. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: The Architect shall comply with all Federal, State, and Local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

16. ASSIGNABILITY: The Architect shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of the City, provided that claims for the money due or to become due the Architect from the City under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

17. INDEPENDENT CONTRACTOR: The Architect is and shall remain an independent contractor and not an employee of the City.

18. CONTROLLING LAW AND VENUE: All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of Florida applicable to contracts made and to be performed within this state. Exclusive jurisdiction and venue to interpret or resolve any dispute under this Agreement shall lie in the Circuit Court, Fourteenth Judicial Circuit, in and for Bay County, Florida.

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

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

21. NO WAIVER: No waiver of any provision of this Agreement shall be effective unless made in writing, signed by the party against whom it is charged. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement, nor of the same provision in the future.

Neither the failure nor any delay by any party in exercising any right or power under this Agreement, nor any course of dealing between or among the parties, will operate as a waiver of such right or power, and no single or partial exercise of any such right or power will preclude any other or further exercise of such right or power or the exercise of any other right or power.

22. COOPERATION: Architect acknowledges that the process of Architecting and addressing the needs of the community, and coordinating those efforts with other disciplines is a multidisciplinary effort which will require cooperation and collaboration with numerous consultants, Architects, and counsel assisting and advising the city, as well as direction from the City Manager and City Architect, and agrees in all things to cooperate with the City and all its consultants as needed.

23. MEDIATION: City and Architect agree to attempt to resolve any dispute between them related to the interpretation or performance of this Agreement by mediation in Bay County, Florida, with a mutually acceptable, certified Florida Mediator to serve at joint expense. If the parties are unable to agree upon a mediator, either party shall request the appointment of a mediator by the Chief Judge of the Circuit Court, Fourteenth Judicial Circuit in and for Bay County, Florida. Mediation contemplated by this paragraph is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives. Any settlement will require approval of City's governing board. If the parties are unable to reach a mediated settlement within ninety (90) days of the mediator's appointment, either party may terminate the settlement discussions by written notice to the other and initiate litigation. Any litigation commenced in violation of this section shall be stayed pending mediation as agreed. This section shall survive termination of this Agreement.

24. PUBLIC RECORDS: The City is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, to the extent that it is determined that Architect is acting on behalf of City as provided under Section 119.011(2) (2013) and implemented through the judicially established "totality of factors" analysis, Architect agrees to also comply with that law, specifically including to:

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

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

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

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

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

SIGNATURES ON FOLLOWING PAGE

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

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

By: 
Drew Whitman, City Manager

ATTEST:


Lynn Fasone, City Clerk

JRA ARCHITECTS, LLC.

By: _____

WITNESS
PRINT NAME: _____

WITNESS
PRINT NAME: _____

EXHIBIT A

Hourly Rate Schedule

August 10, 2021

Al Shortt
Construction Project Manager
17007 Panama City Beach Pkwy
Panama City Beach, FL 32413

Exhibit A

RE: FEE PROPOSAL FOR PANAMA CITY BEACH FIRE STATION 31 REPLACEMENT
JRA# 21804 C/AC

ATTACHMENT A – TASK ORDER SCOPE OF SERVICES

JRA is pleased to offer the following scope of Design and Construction Administration Services for the new Fire Station 31 to be constructed at 17121 Panama City Beach Parkway, Panama City FL 32413.

- A. Design one story structure providing approximately 10,500 Square Feet.
- B. Currently, the building is anticipated to be constructed of reinforced solid grouted CMU exterior walls with structural steel sloped roof, metal deck for missile protection and standing seam metal roof. Design shall be compatible with and complimentary to existing structures in the City Administrative Complex. The facility is to be designed as a Risk Category IV structure capable of withstanding 160 mph winds (using ASCE 7-16 for wind pressure calculations) with enhanced missile protection.
- C. Space to be included in the design shall be determined in the Programming Phase
- D. JRA will provide plans and specifications to temporarily house one engine and up to six firefighters. The City tentatively envisions replacing the existing code enforcement metal storage building located south of the fire station and the police department/fuel facility access drive. The replacement structure to be designed by JRA shall provide an adequate floor area to be determined during the programming phase and, also allow the fire department engine to be housed in the building during the permanent building construction. Modular rental units to house firefighters with sleeping quarters, two restrooms with showers, a break/rest area, and kitchenette with cabinetry, sink, microwave and three refrigerators shall be provided in the available area next to the storage building.
- E. Building/site demolition plans and construction phasing plans are to be developed to permit uninterrupted 24/7 operations and access to the police department and city fueling station.
- F. Design services will include submittals for review after initial conceptual design, schematic set at 30% design, design development set at 60% design, construction documents at 90% design and then final construction documents issued for construction. Final construction documents shall be sufficiently detailed to provide contractor with clear direction on construction and assembly of all facets of the facility without interpretation.

- G. During the programming phase, JRA will meet with the users of the facility and produce a programming document that will include room data sheets for each space. These data sheets will include a description of the space, how each space is used for and by whom. Additionally, it will define each room's size, ceiling height, finishes, plumbing, HVAC, power, data, lighting, communication, casework, and FF&E requirements. We will also list any special requirements for each space. These data sheets will be used to generate a schematic floor plan and provide a road map for each of the consultants during the design process. Cut sheets, sketches or other information that relate to each of the room data sheets will be included in this document. This document is a working document that will be updated throughout the design process to ensure that all the needs and requirements are met in the final design.
- H. Along with architectural components, the documents will include civil, structural, MEP, IT and security, audio-visual, and landscape and irrigation designs and specifications.
- I. As requested, the civil site work design, an additional service, will include drainage, storm water, road and sidewalk connections, existing parking modifications where appropriate, utility services, lighting, signage, landscaping, and irrigation. Designs will comply with FDEP Rule 62-346 Environmental Resource Permitting in Northwest Florida and City of Panama City Beach Land Development Regulations. All site development plans, utility, irrigation and landscaping plans will coordinate with and connect to existing City Administrative Complex infrastructure. Final product shall seamlessly integrate into the complex.
- J. Survey work and Geo-technical research and recommendations are included as additional services.
- K. Any surveying or civil fees related to wetlands are excluded and will be additional services if required.
- L. Services will include permitting services to include submittal coordinated with the contractor, follow-up, and responses; however, the City will pay all permit submittal and issuance fees.
- M. Environmental survey, delineating wetlands, identification of endangered plants and animals are not included and will be an additional service.
- N. Throughout the process, JRA will coordinate input from responsible staff and users, but only as directed by the City's designated Project Manager.
- O. JRA will assist in the bidding process including the advertisement, pre-bid meeting and issuance of any clarifications needed. We will chair the bid opening and assist the City Project Manager with the evaluation of all bids.
- P. During construction, JRA will review submittals, review contractor pay requests, issue clarifications and additional information as required, conduct site visits once a week, participate in the monthly Owner/Architect/Contractor meetings, perform close-out punch lists, review final payment request, review warranties and O&M manuals.

Q. JRA will coordinate all inspections with our consulting engineers to ensure the work meets the requirements of the Florida Building Code. Coordination and scheduling of inspections with the AHJ are typically the contractor's responsibility.

R. JRA has developed a preliminary production as follows:

- Notice to Proceed-- Starts programming effort.
- Programming---4 weeks with Owner Review, if required, during last week.
- Schematic Design-- 4 weeks with Owner Review during last week.
- Design Development 30% Documents---4 weeks
- Owner Review---2 weeks.
- 60% Construction Documents ---4 weeks. Will include specification table of contents and 60% drawings from all subconsultants except landscape/irrigation.
- Owner Review---2 weeks
- 90% Construction Documents---4 weeks. Will include technical specification and 90% drawings from all subconsultants.
- Owners Review ---3 weeks
- 100% Construction Documents---2 weeks.
- Owners Review---3 weeks
- Submit Documents to Building Department ---2 weeks
- Design team to pick up final comments from Owner/Building Official
- Ready to Advertise for bid

DESIGN FEES

JRA's proposed fees for providing these services are as follows:

- JRA is basing our proposal on an anticipated area of 10,500 square feet and a budget of \$420/sf, which extends to an estimated construction cost of \$4,410,000 excluding site development cost. Using the Department of Management, Fee Calculator Complexity "B", the base fee would be **\$339,967**. The basic fee includes Architectural, Structural, Mechanical, Electrical, Plumbing, Fire Protection and Construction Administration.

• Programming	JRA/HG/Watford	\$ 20,680
• Civil	McNeil Carroll	\$ 28,500
• Landscape/Irrigation	Alan Holt	\$ 7,900
• Site Lighting	HG Engineers	\$ 3,400
• Data/Com/Security/AV	Logan Technology Group	\$ 19,750
• Sprinkler-Fire	Watford Engineering	\$ 2,500
• Generator	HG Engineers	\$ 3,750
• As Built Drawings	JRA/HG/Watford/Dewberry	\$ 7,000
• Life Cycle & Energy Forms	Watford Engineering	\$ 2,000
• Survey	Dewberry	\$ 3,200
• Soil Testing	NOVA	\$ 6,000
• FFE	JRA/HG/Watford	\$ 5,090
• Commissioning	JRA/Watford	\$ 2,500
• Toxic/Hazard Material Survey	NOVA	\$ 2,400
• Prepare Demolition Documents	JRA/HG/Watford	\$ 8,600
• Prepare Temporary Facility Documents	JRA/HG/Watford/McNeil Carroll	\$ 25,220
	Additional Services Total	\$ 148,490

- Fire Station Summary Base fee \$339,967
- Additional services \$148,490
- **Total Fire Station Architectural Services Fee: \$488,457**

For additional services not yet determined the cost of consultants plus 10%. For JRA staff the following hourly rate shall apply.

Principle	\$ 150.00
Architect	\$ 125.00
Architect Intern	\$ 100.00
Designer	\$ 70.00
CADD Technician	\$ 60.00
Administrative	\$ 45.00

I am excited to get started. Let me know if you need anything else or if you have any questions.

Thanks,

JRA Architects, Inc.
 Jim Roberson, AIA
 Founding Partner

COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. _____

DATE
SEPTEMBER 10 2021

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND JRA ARCHITECTS, INC., RELATING TO PROFESSIONAL ARCHITECTURAL SERVICES dated September 10th, 2021, (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Architect agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to Design and Construction Administration Services for FS 31

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

a stipulated sum of \$ 488,457 ; or
 a stipulated sum of \$ _____ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,
Allowance of \$ _____ for _____, and
Allowance of \$ _____ for _____; or
a fee determined on a time-involved basis with a maximum cost of
\$ _____:

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

Work shall begin on SEPTEMBER 10, 2021 and shall be completed within 238 calendar days. The date of completion of all work is therefore May 6, 20 21. Liquidated delay damages, if any, are set at the rate of \$ 0 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 Architect and City, Architect is directed to proceed.

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

Witness:

JRA Architects, Inc.

By: _____ Date: _____

Its: _____

ATTEST:

Lynne Favore
City Clerk

CITY OF PANAMA CITY BEACH, FLORIDA

By: [Signature] Date: 9-14-21
City Manager