

RESOLUTION NO. 24-66

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING REVISED TASK ORDERS WITH JRA ARCHITECTS, INC. FOR THE FIRE STATION 31 REPLACEMENT IN THE AMOUNT OF \$168,523.00 AND FOR THE EAST END POLICE SUBSTATION SAFE ROOM IN THE AMOUNT OF \$59,717.00, AUTHORIZING A BUDGET AMENDMENT TO FUND THESE TASK ORDERS, AND DESIGNATING THE USE OF ARPA FUNDS FOR THE EAST END POLICE SUBSTATION SAFE ROOM PROJECT.

BE IT RESOLVED by the City Council of the City of Panama City Beach that:

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City Task Order 2021-1R to its First Amended Master Services Agreement with JRA Architects, Inc. for Professional Architectural Services for Panama City Beach Fire and Police Department, dated May 2, 2022, providing for increased fees for architectural services associated with the design and construction administration for Fire Station 31 in the amount of One Hundred Sixty-Eight Thousand Five Hundred Twenty-Three Dollars and No Cents (\$168,523.00), 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.
2. The appropriate officers of the City are authorized to execute and deliver on behalf of the City Task Order 2023-1R to its First Amended Master Services Agreement with JRA Architects, Inc. for Professional Architectural Services for Panama City Beach Fire and Police Department, dated May 2, 2022, providing for increased fees for architectural services associated with the design and construction administration for the East End Police Substation Safe Room in the amount of Fifty-Nine Thousand Seven Hundred Seventeen Dollars and No Cents (\$59,717.00), in substantially the form **attached** as Exhibit B and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager.
3. Budget amendment #6 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2023, and ending September 30, 2024, as shown on and in accordance with the **attached** and incorporated Exhibit C.

November 20, 2023



Holly J. White
City of Panama City Beach
Assistant City Manager
17007 Panama City Beach Parkway
Panama City Beach, FL 32413

**Re: Fire Station 31 Replacement (JRA #21804 C/AC)
East End Police Substation and Safe Room (JRA #21806 C/AC)**

Holly,

Thank you for taking time to meet with me the other day to review our contracts for the two projects referenced above. As agreed, JRA is submitting this letter to request an increase in our Design Services Fee for the two forementioned projects. Our reasoning for each project is detailed below.

Fire Station 31 Replacement

Per the executed Master Service Agreement (Resolution 21-223) JRA's scope of work included the design of a 10,500 square foot fire station and temporary housing of one engine and six firefighters. The temporary shelter for the engine was originally intended to be an open face pole barn. JRA estimated the cost of the new station at 420 \$/sf x 10,500 sf totaling \$4,410,000. Using the State Fee Calculator for Design Services, the fee equated to \$339,967. The construction cost for the temporary facilities was estimated at \$500,000 with a design fee of \$25,220. This resulted in a total estimated construction cost of \$4,910,000 and a total basic services fee of \$365,187.

However, during the design phase, the agreed upon project scope was increased. The new station square footage increased to over 12,000 square feet. Additionally, the temporary pole barn became an 8,000 square foot structure that would temporarily house the engine and, upon completion of the new station, be renovated to become an enclosed 2-story airconditioned storage and evidence processing building.

The actual awarded low bid for the project was \$8,072,060. This represents a budget increase of \$3,162,060. Had our fee been based on the actual project scope (and actual bid price) our base fee, using the State Fee Calculator, would have been \$589,884. This represents a difference of \$224,697 in fees.

East End Police Substation and Safe Room

Per the executed Task Order (Dated 11/10/22) JRA's scope of work included the design of a 1,200 square foot police substation and safe room. JRA estimated the cost of the substation at 425 \$/sf x 1,200 sf to be \$510,000. Using the State Fee Calculator for Design Services, the fee equated to \$46,628.

However, during the design phase, the agreed to project scope was increased. The new substation square footage increased to over 2,400 square feet. In addition to an increase in the size of several of the originally schedule spaces, an enclosed vehicle storage area with mezzanine was added.

JRA's current opinion of cost for the project is \$1,498,259. This represents a budget increase of \$988,259. Had our fee been based on the actual project scope our base fee, using the State Fee Calculator, would have been \$126,251. This represents a difference of \$79,623.

Conclusion and Recommended Adjustments

JRA believes that by the terms of the Master Agreement with the City, if a project scope is increased, we are eligible for a review of our fee structure and a possible fee increase. To recap, the two projects in question have a total increase in project scope that corresponds to a \$4,150,319 increase in construction cost. This parallels an increase of total design fees to \$304,320.

JRA is keenly aware that the increase in construction costs and fees was not entirely due to the increase in scope. COVID, supply chain problems and inflation all influenced the construction costs. While the actual percentage for each factor is difficult to determine, JRA believes it is reasonable to allocate 25% to COVID/supply/inflation and 75% to scope increase. This would result in a proposed fee increase of \$228,240. If this is agreeable to the City, JRA will submit a formal contract amendment for \$228,240.

We appreciate your willingness to consider this request and are available to discuss further any questions or concerns you may have.

Sincerely,

JRA ARCHITECTS, INC.



David Vincent, President

COMBINED TASK ORDER
AND
NOTICE TO PROCEED

TASK ORDER NO. 2021-1R

DATE January 11, 2024

Reference is made to that certain FIRST AMENDED MASTER SERVICES AGREEMENT BETWEEN THE CITY OF PANAMA CITY BEACH AND JRA ARCHITECTS, INC. RELATING TO PROFESSIONAL ARCHITECTURAL SERVICES dated May 2, 2022, (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 Administrative Services for FS 31.

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

A stipulated sum of \$656,980; 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 _____, 20____, and shall be completed within _____ calendar days. The date of completion of all work is therefore _____, 20____. Liquidated delay damages, if any, are set at the rate of \$ _____ 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:

SR Moore
Amy R. Moore

JRA Architects, Inc.

By: *[Signature]*

Date: 1/11/24

Its: President

CITY OF PANAMA CITY BEACH, FLORIDA

By: *[Signature]*

City Manager

Date: 1-22-24

ATTEST:

Lynne Fusone
City Clerk

COMBINED TASK ORDER
AND
NOTICE TO PROCEED

TASK ORDER NO. 2023-1R

DATE January 11, 2024

Reference is made to that certain FIRST AMENDED MASTER SERVICES AGREEMENT BETWEEN THE CITY OF PANAMA CITY BEACH AND JRA ARCHITECTS, INC. RELATING TO PROFESSIONAL ARCHITECTURAL SERVICES dated May 2, 2022, (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 East End Police Substation Safe Room.

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

A stipulated sum of \$156,820; 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 _____, 20____, and shall be completed within _____ calendar days. The date of completion of all work is therefore _____, 20____. Liquidated delay damages, if any, are set at the rate of \$ _____ 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:

JRM Moore
Amy R. Moore

JRA Architects, Inc.

By: [Signature] Date: 1/3/24

Its: President

CITY OF PANAMA CITY BEACH, FLORIDA

By: [Signature] Date: 1-22-24

City Manager

ATTEST:

Lynne Fasone
City Clerk

