

RESOLUTION 21-187

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A MASTER SERVICES AGREEMENT WITH VOLKERT, INC., RELATED TO MAJOR TRANSPORTATION ENGINEERING DESIGN, SURVEY, PERMITTING AND CONSTRUCTION ADMINISTRATION SERVICES FOR FRONT BEACH ROAD SEGMENT 4.3; AND APPROVING A TASK ORDER FOR THE DESIGN OF FRONT BEACH ROAD SEGMENT 4.3 IN AN AMOUNT OF \$1,608,711.02.

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 accept and deliver on behalf of the City that certain Agreement between the City and Volkert, Inc., relating to the CRA Major Transportation Engineering Design, Survey, Permitting and Construction Administration Services, at hourly rates set forth in Exhibit B to that Agreement, in substantially the form attached as Exhibit A to this Resolution 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 for Professional Engineering Design, Survey, Permitting and Construction Administration Services between the City and Volkert, Inc., relating to the design of Front Beach Road Segment 4.3, in the amount of One Million Six Hundred Eight Thousand Seven Hundred Eleven Dollars and two cents (\$1,608,711.02), in substantially the form attached as Exhibit B to this Resolution and presented to the Council today, draft dated June 28, 2021, 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 8<sup>th</sup> day of July, 2021.

CITY OF PANAMA CITY BEACH

By: \_\_\_\_\_

  
Mark Sheldon, Mayor

ATTEST:

  
Lynne Fasone, City Clerk

**EXHIBIT A – MASTER SERVICES AGREEMENT**

**MASTER SERVICES AGREEMENT  
BETWEEN  
CITY OF PANAMA CITY BEACH AND VOLKERT, INC.  
RELATING TO  
PROFESSIONAL ENGINEERING DESIGN, SURVEY, PERMITTING AND  
CONSTRUCTION ADMINISTRATION SERVICES  
FOR FRONT BEACH ROAD COMMUNITY REDEVELOPMENT PLAN PROJECTS**

THIS AGREEMENT is made and entered into this 13<sup>th</sup> day of July, 2021, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (“City”) and **VOLKERT, INC.** (“Engineer”)

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

**1. SCOPE OF PROFESSIONAL SERVICES:**

A. The City retains the Engineer to diligently, competently, and timely perform the scope of services described in Attachment A and incorporate herein (the “Professional Services”) on an as-needed basis. Upon request, Engineer will prepare a detailed, project specific scope of work for each task and phase of work to be undertaken in accordance with the general scope of services described in this agreement and in the request for statements of qualification which led to 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 specific 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 Attachment B 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 Attachment C (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 by both the City and by the Engineer. 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. Engineer acknowledges that the City that the City may, in its sole and unfettered discretion enter agreements with one or more engineering firms to assist the City with professional services tasks determined by the City, such as general water/wastewater engineering projects, and that any of those tasks will be outside the scope of this Agreement. Engineer agrees to include within the task order scope the resources needed to coordinate with other retained engineers, if any, and share survey and base drawing files upon request.

## 2. COMPENSATION AND PAYMENT:

A. Engineer'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 Engineer shall be reimbursed for reasonable out-of-pocket expenses upon submission of adequate documentation. The Engineer 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 Engineer 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 Engineer 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 Engineer shall be entitled to additional compensation unless such work is required as a result of error, omission, or negligence by the Engineer. The additional compensation shall be computed by the Engineer on a revised fee quotation proposal and submitted to the City for written approval. If the parties cannot agree, Engineer'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 Engineer 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, Engineer 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 Engineer 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 stormwater engineering and construction. 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 Engineer an amount equal to or less than the amount that the City has unilaterally determined, Engineer shall nonetheless be paid the amount unilaterally determined by the City but the City shall be deemed the prevailing party and Engineer shall pay the City's reasonable attorney's fees.

D. In the event that additional outside services are required due to unforeseen conditions, the Engineer 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 Engineer shall select a firm that is registered in the State of Florida.

3) If the proposal is approved in writing by the City, the Engineer shall enter into a contract with the firm for the furnishing of such services in accordance with the proposal.

4) The Engineer 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 Engineer for the cost of such services, which cost shall not exceed 1.10 times the amount of the proposal.

6) Services rendered by the Engineer 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 Engineer 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 Engineer 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 Engineer in monthly installments based upon the percentage of satisfactory completion. In support of payment, Engineer 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 Engineer monthly in arrears upon receipt of an itemized statement in form and detail reasonably acceptable to City.

F. The acceptance by the Engineer, 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 Engineer, 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 Engineer with all existing data, plans, profiles, and other engineering 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 Engineer, unless such data, plans, profiles, and other data are necessary for daily operations; then such forms of information shall be promptly duplicated by the Engineer and the originals returned to the City.

5. **CITY'S DESIGNATED REPRESENTATIVE:** It is understood and agreed that the City designates the City Engineer 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 Engineer, and rendering in writing decisions pertaining thereto within a reasonable time so as not to materially delay the work of the Engineer.

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 Engineer 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 Engineer's compensation, shall not be binding unless mutually agreed upon by and between the City and the Engineer, and incorporated in written amendments to this Agreement.

7. **TERMINATION:**

A. The City may terminate this Agreement for cause upon written notice to Engineer if Engineer 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. Engineer 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 Engineer solely for the reasonable value of the work performed by the Engineer prior to the City's wrongful action, including reasonable overhead and profit on the work performed, less prior payments made. Under

no circumstances shall Engineer be entitled to overhead and profit on work not performed.

B. City may terminate this Agreement at any time without cause upon written notice to Engineer. Should the City terminate this Agreement without cause, City shall pay Engineer for work performed through the date of Notice of Termination, including overhead and profit, and shall have no further responsibility to Engineer.

C. Subject to the provisions of Paragraph 2 (C), Engineer may terminate this Agreement at any time without cause upon written notice to City.

**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 and shall extend until the Front Beach Road Community Redevelopment Plan projects contemplated herein have been completed.

**9. INDEMNIFICATION:** The Engineer hereby does indemnify and 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 Engineer or any person employed or utilized by the Engineer in the performance of professional services hereunder, to the fullest extent permitted by Section 725.08(1), *Florida Statutes* (2020). The specific consideration given for the promises of the Engineer set forth in this paragraph is one dollar (\$1) in hand paid by the City to the Engineer, receipt whereof is hereby acknowledged and the adequacy of which the Engineer accepts as completely fulfilling the obligations of the City. The provisions of this Section shall survive termination of this Agreement.

#### **10. INSURANCE:**

A. The Engineer 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 under this Agreement. In case any employee engaged in hazardous work on the project is not protected under the Worker's Compensation Statute, the Engineer 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 - \$100,000 each employee/\$500,000 policy limit for accident, each disease

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 insurance 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:** Project specific 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.

5) **Excess Liability:** Engineer shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverage as required for the underlying Professional, Commercial, General, Business Automobile and Employers' Liability Coverage with no gaps in continuity of coverage or limits with City added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than \$5,000,000, each occurrence and aggregate as required by City.

B. **Certificates of Insurance:** The Engineer 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 Engineer hereby certifies, covenants, and warrants that Hourly Rates and other factual unit costs supporting the compensation provided in Exhibit B are accurate, complete, and current as of the date of negotiation.

B. Truth-in-Negotiation Certificate: Execution of this Agreement by the Engineer 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 Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer 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 Engineer 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 of 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 Engineer 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 Engineer 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 Engineer. The City shall not use the Engineer’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 Engineer of its intended use, provides insurance protection for the Engineer for all claims which might arise out of the City’s use of the documents, and obtains written consent of the use by the Engineer.

When transferring data in electronic media format, Engineer 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 Engineer 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. Engineer 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 engineer's seal shall take precedence over the electronic documents.

Notwithstanding any provision to the contrary contained in this Agreement, Engineer 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 Engineer shall commence upon execution of this Agreement, and the respective Task Order, and upon written notice to proceed from the City Manager or his designee.

B. The Engineer 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 Engineer, 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 Engineer 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 Engineer which delay the project schedule completion date, the City shall grant to the Engineer in writing an extension of time equal to such delays.

D. The Engineer shall maintain an adequate and competent staff of professionals and may associate with other qualified firms for the purpose of rendering services hereunder. The Engineer, 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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:** Engineer acknowledges that the process of engineering and addressing the needs of the community, and coordinating those efforts with other disciplines is a multi-disciplinary effort which will require cooperation and collaboration with numerous consultants, engineers, and counsel assisting and advising the city, as well as direction from the City Manager and City Engineer, and agrees in all things to cooperate with the City and all its consultants as needed.

**23. MEDIATION:** City and Engineer 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 Engineer is acting on behalf of City as provided under Section 119.011(2) (20120) and implemented through the judicially established "totality of factors" analysis, Engineer 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.

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 Engineer 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 ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AND TO CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-233-5100 AT [LYNNE.FASONE@PCBFL.GOV](mailto:LYNNE.FASONE@PCBFL.GOV), 17007 PANAMA CITY BEACH PARKWAY, PANAMA CITY BEACH, FL 32413.**

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:

  
Lynne Fasone, City Clerk

**VOLKERT, INC.**

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

WITNESS  
PRINT NAME: \_\_\_\_\_

WITNESS  
PRINT NAME: \_\_\_\_\_

**ATTACHMENT A**  
Scope of Services

Work will consist of professional engineering planning, design, survey, permitting and construction administration services of Front Beach Road Segment 4.3 and Hills Road Roadway Projects. These projects require professional services related to construction and improvement of certain vehicular roadways, stormwater ponds and drainage facilities, utility relocation, coordination with water and sewer utilities, landscaping, lighting, and sidewalks.

The City's Front Beach Road Community Redevelopment Plan is available for review at the following link: <https://www.pcbfl.gov/departments/community-redevelopment-agency-cra>. The Roadway and Streetscape Projects are described primarily on pages 28 through page 36.

The Work will include one or more task orders for Front Beach Road Segment 4.3, from Hutchison Boulevard to Richard Jackson Boulevard, and Hills Road from Panama City Beach Parkway to Front Beach Road.



**ATTACHMENT B**  
Hourly Rates

<b>Volkert- 2021 (FBR CRA Rate Classification)</b>	
<b>Classification</b>	<b>Rate (\$)/hr</b>
Principal	\$ 285.00
Supervisor	\$ 254.00
Project Manager	\$ 224.00
Staff Engineer 2	\$ 165.00
Staff Engineer 1	\$ 95.00
Senior Designer	\$ 121.00
Cad Technician	\$ 90.00
Engineering Intern	\$ 45.00
Administrative Assistant	\$ 68.00

**EXHIBIT B – TASK ORDER FOR FRONT BEACH ROAD SEGMENT 4.3**

**ATTACHMENT C**  
**COMBINED TASK ORDER AND**  
**NOTICE TO PROCEED**

TASK ORDER NO. CRA2021-07-V

DATE  
7/08/21

Reference is made to that certain AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND VOLKERT, INC. RELATING TO CRA SEGMENT 4.3 ENGINEERING SERVICES dated \_\_\_\_\_, 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, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to CRA Front Beach Road Segment 4.3.

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

a stipulated sum of \$ 1,608,711.02; 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 July 9, 2021, and shall be completed within 548 calendar days. The date of completion of all work is therefore January 9, 2023. 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:

\_\_\_\_\_  
\_\_\_\_\_

VOLKERT, INC.

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

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF PANAMA CITY BEACH, FLA.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Manager

June 4, 2021

Mr. David Campbell, PE.  
CRA Manager  
Panama City Beach Public Works Department  
116 South Arnold Road  
Panama City Beach, Florida 32413

Subject: Proposal for CRA FBR Segment 4.3 (updated for FPL easements)

Dear Mr. Campbell:

Volkert, Inc. is pleased to provide the design services proposal for the proposed reconstruction of Front Beach Road from just west of the intersection with Richard Jackson Blvd to the intersection with SR 392A (Hutchison Beach Blvd) in Panama City, FL. Design services proposal for the Design of Hills Road from Front Beach Road to Panama City Beach Parkway will be delivered at a date in the future as part of this contract. This reconstruction includes the redevelopment of Oleander Road located within the southern right-of-way located at the west end the project limits. The design services include all services required for the design, permitting and construction administration services of the roadway including surveying, geotechnical, public involvement, traffic studies, signal and midblock cross-walk design, environmental/permitting, drainage design, utility coordination (water and sewer services), roadway design, structural design, landscape and irrigation design, electrical/lighting/communications coordination and design (undergrounding/relocation), and post design services.

We further understand that City of Panama City Beach intends to have Volkert and its subs design Front Beach Road as a divided four lane urban section similar the typical section located immediately to east of the proposed project limits along Front Beach Road. This typical section will include two travel lanes and two combination tram and bicycle lanes separated by a median, curb and gutter, sidewalk, and landscape area (includes median when raised median is utilized). Oleander Drive will be evaluated as a one lane roadway rural typical section.

The Scope of Services will include the following:

**Task 1- Surveying Services- Southeastern Survey and Mapping, Corp. (SSMC):**

- Establish the Horizontal Control for the project limits in State Plane coordinates. Prepare control sheets for plans.
- Establish the Vertical Control for the project in NAVD 88 datum and set 15 Benchmarks.
- Establish the Project alignment based on Plans, Maps, Existing Databases, and Right of way Monumentation. Compare and calculate against Right of way Maps, and Plats and Stake in the field at all primary positions. Show existing Right of way on final Drawings.
- Set References for the Alignment at all Primary Positions and at 1000-foot intervals.
- Provide a full DTM for the entire Project from Right of way to Right of way. Included are all structures detailed for Size Type, Invert, Flowline off site and within 100 feet, and

Condition along with outfall to the south and east. Included will be Tie-in to M.B. Miller Parking lot. Topographic includes Location of all above ground improvements and paved surfaces as well. Also, location of all utilities as designated by SSOCOF reps.

- Locate and establish the existing Right of way for the project.
- Provide work zone safety in accordance with MUTCD manual and SSMC Safety plan.
- Provide for Quality Control review at 30%, 60%, and Final Stages of the project.
- Daily Communication with all staff assigned to the project.
- Provide updates as need and weekly Progress reports.

**Task 2- Geotechnical Services- Southern Earth Sciences (SES):**

- Mobilization, Site Access, Boring Layout and Utility Coordination
- Fourteen (14) cone soundings to 25ft at Mast Arm locations
- Seven (7) cone soundings to 25' at Retaining Wall locations
- Direct Push Borings
  - Mast arms; Estimate 14
  - Retaining Walls
  - Stormwater Ponds
  - Groundwater determination near Edgewater; Estimate 3
- Hand Auger Borings –
  - Roadway widening; Estimate 34
  - MB Miller Exfiltration area; estimate 10
  - Coring/patching of asphalt/concrete Less than six inches, Estimate 58 Cores
  - Equipment Rental, Lab Testing, Report and Recommendations for Roadway, Sidewalks, signal foundation and Pond Design
- Site Cleanup

**Task 3- Traffic Analysis/Signal Design- Volkert & HSA:**

- Coordination with Panama City Beach, Bay County, Stakeholders and the FDOT
- 8-Hour Turning Movement Counts at the following five intersections in Panama City Beach:
  - SR 30 Front Beach Rd at Richard Jackson Blvd,
  - Alf Coleman Rd
  - MB Miller Pier (ped crossing signal)
  - Clara Ave
  - Middle Beach Rd
- TMCs will be conducted on a typical weekday from 7-9am, 11am-1pm, and 4-8pm, and on a weekend day from 10am-6pm.
- TMCs shall include a designation for Cars, Trucks, Bicycles, and Pedestrians
- Turn Lane analysis at Front Beach Road and SR 392A

- Provide Signal Design for SR30S at each signalized intersection (Alf Coleman Road, MB Miller Pier, Clara Avenue and SR 392A in accordance with FDOT and Bay County Standards, FDOT Traffic Engineering Manual, and MUTCD.
- Provide Signal cost estimates- 60%, 90% and 100% submittals
- QA/QC Reviews

**Task 4- Environmental/Permitting - Volkert:**

- Coordination with City, NFWFMD, FDEP, USACE, Design Team and Stakeholders
- Coastal Construction Control Line Identification, Coordination and Permitting with FDEP
- Wetland Delineation, Jurisdictional Review- Includes proposed R/W, two proposed roadway stormwater management facility sites
- Pre-Application project meeting the NFWFMD, FDEP and USACE
- Permitting with the NFWFMD, FDEP and USACE for proposed stormwater management facilities, potential impacts to CCCL and to ensure compliancy with turtle lighting guidelines
- QA/QC Reviews
- Environmental Services does not include permit fees
- Phase I and II services are not anticipated nor included in this scope of services

**Task 5- Drainage Design and Permitting– Volkert:**

- Hydrologic analysis and basin delineation
- Coordination with City, Bay County, Stakeholders, NWEFWMD and FDEP
- Pre-Application Meeting with NFWFMD and FDEP (if drainage option requires coordination with FDEP)
- Cross-drain Hydraulic Analysis for two major cross drains
- 30% Roadway Drainage Design, Cross-drain evaluation (if necessary), and Pond Siting Analysis & Memorandum
- 30% Drainage Plans
- 60% Roadway Drainage Design (Inlet spacing, spread calculations, pipe sizing and routing analysis) and detailed cross-drain design (if necessary).
- 60% Stormwater Management Facility Design (includes potential parcel coordination option with Bay County at MB Miller Pier Parcel)
- 60% Roadway Drainage Plans including Preliminary Pond Plans
- Permitting to include preparation of up to one (1) NFWFMD ERP permit package. Includes one (1) permit meeting with NFWFMD and FDEP (if drainage option requires coordination with FDEP). All permit fees to be paid by city of Panama City Beach. Volkert will respond to two (2) rounds of RFI's from NFWFMD and FDEP per permit submitted.
- 90% Drainage Design including Cross drain design modifications (if necessary)
- 90% Roadway Drainage Plans including Final Stormwater Management Facility plans and preliminary drainage specifications
- 100% Final Drainage Construction Plans & Specifications
- 60%, 90%, 100% Drainage Cost Estimates



- QA/QC Reviews

**Task 6- Structural Design – Volkert:**

- Coordination w/ City of Panama City Beach and FDOT
- Structural Design and input for retaining walls along Oleander Drive
- Structural Design and input for Culvert Extension (located in ROW at Edgewater Beach Resort)
- Structural Design and input for four mast arms at each of the following FBR intersections:
  - Alf Coleman Road
  - MB Miller Pier
  - Clara Avenue
  - SR392A (Hutchinson Beach Boulevard)
- Structural Design for temporary signalization strain poles at four intersections
- Structural Design Plans and Specifications for 60%, 90% and 100%
- QA/QC Reviews

**Task 7- Electrical / Lighting Design – Volkert:**

- Continuous lighting design along project corridor, including signalized intersections and associated pedestrian crosswalks; design will meet or exceed the minimum recommendations set forth by the IESNA and FDOT Design Manual and Lighting Design Guide.
- Lighting design shall utilize turtle friendly LED light sources unless otherwise directed.
- Photometric analysis will be performed using AGI32 by Lighting Analysts. Calculations will include both horizontal and vertical foot candle grids for the pedestrian crosswalks plus horizontal foot candle grids for the intersections and roadways
- Voltage drop calculations to size conduit and conductors in accordance with the National Electrical Code
- Coordination with the local electrical utility for service points
- Lighting design will include Smart Lighting based on Owner preference/recommendations (Ubiquiti)
- Design will include coordination and infrastructure for Smart Boards at designated tram stops; maximum of 12 locations
- Lighting Layouts/Plans and Specifications for bidding purposes
- Cost Estimates – 60%, 90% and 100% submittals
- QA/QC reviews
- Services do not include railroad coordination or FAA coordination

**Task 8- Roadway Design- Volkert:**

- Coordination w/ City of Panama City Beach, Bay County, Stakeholders, Subconsultants and FDOT
- Provide complete four lane Roadway Design Plans- 30%, 60%, 90% and 100%
- Provide cost estimates- 60%, 90% and 100% submittals

- Provide project specifications- 60%, 90% and 100% submittals
- Provide FDOT Permitting for FBR and SR 392A Intersection Improvements and Signal
- QA/QC Reviews

### **Task 9- Utility Coordination and Design- Volkert and T2:**

- Pull Updated design ticket, secure GIS/as-builts if available and file all information accordingly. UC/UPM to perform onsite field review to get familiarized with project and verify UAO's listed in the 811 Design Ticket are accurately depicted and to identify possible UAO's not captured on the design ticket.
- UC/UPM to compile and send out Initial, FYI, and Final Statute Contact Packages – At 30%, 60%, and 90% plans, contact packages including associated plans, clearance forms, and all other pertinent documents will be sent out to the respected UAO's for review and their response outline individual dispositions of facilities within the limits. Note: All Contact Packages are predicated on the timeliness of receiving plans submittals. If in the case any specific percent submittal is missed and/or omitted, UC/UPM may send out a Combo Statute Contact to fulfill Statutory Requirements (Initial and Final Combined into one (1) Combo Contact Package).
- Attend one (1) Utility Kickoff Meeting - Schedule and lead one (1) Virtual Utility Kick-Off Meeting to apprise UAO's of project details so all is on the same page going forward as design progresses into 30%. Prepare agenda, hold meeting, prepare and send out meeting minutes to all attendees.
- Attend up to two (2) onsite meetings as needed.
- Attend one (1) 60% Design Utility Coordination meeting with UAO's having involvement.
- Attend up to two (2) Individual/Field Meetings as needed.
- Collect, review, update project information database with any UAO provided information/markups.
- Assist with drafting UWS's - Acquire and review utility markups/RGB's, contact forms, and assist UAO's with any documentation needed to achieve preparation of the final Utility Certification package in timely manner. Assist with drafting UWS's and forwarding as required all UAO signed UWS's to the EOR for City review and signing/executing.
- Utility Coordination/Follow-up - Follow-up and finalize all RGB's and associated Utility Work Schedules and contact forms.
- Contract Plan Support - Review Plans and send out to the UAO's for Review to ensure information outlined in the Utility Work Schedules at 90% Plans wasn't negatively impacted with any subsequent changes to Phase IV.
- Attend up to three (3) meetings to address and assist with facilitating and vetting out City Water and Sewer relocation needs.
- Prepare and finalize Utility Certification Package - UC/UPM to clean-up server files to ensure all information is accurately depicted, review the Utility Project Information Database to ensure all UAO dispositions have been identified and all information received dates are listed correctly, compile the Utility Certification Letter for EOR and COJ's review

and signature, and send out Utility Certification to all parties. Prepare Notice letters for EOR and COJ review, signature, and subsequently send out UWS's/Notice Forms to all UAO's having a Utility Work Schedule involved advising the UAO to make the necessary arrangements needed to commence relocation efforts.

- Provide Utility Design for Conduit, Pullboxes and incorporate Details provided by each of the UAO's (Bay County Traffic, Communications/Cable, Electric and Gas)

**Task 10- Public Involvement Services – Volkert and Carpe Diem Community Solutions:**

- Assist City with two public involvement meeting (staff meeting at entrance/sign-in table, setup meeting, provide/print handouts/small print materials for meeting, secure site for meeting). Meeting will be at approx. at 60% plans and prior to construction.
- Assist City with mailers (graphics only)
- Provide up to three project updates to the City of Panama City Beach City Commission (60%, 90% and 100%)

**Task 11- Landscape Design Services – Volkert and Tullo Planning Group:**

- Coordination w/ City of Panama City Beach, Bay County and FDOT
- Provide up to three project updates (60%, 90% and 100%)
- Landscape and Irrigation Design Services
- Provide Landscape and Irrigation Design Plans- 60%, 90% and 100% submittals
- Provide cost estimates- 60%, 90% and 100% submittals
- Provide project specifications- 60%, 90% and 100% submittals
- QA/QC Reviews

**Task 12- SUE– Volkert and SSMC:**

- Will provide Quality Level “B” Designating of Subsurface Utility Mains, marking on the surface the approximate horizontal location of the existing subsurface utility mains within the project limits.
- By selecting the appropriate electromagnetic and/or geophysical prospecting equipment to include transmitter/receiver combinations to attempt to detect metallic underground utilities like ductile iron pipe and copper telephone cables, and single channel Ground Penetrating Radar (GPR) to attempt to detect non-metallic utilities like asbestos cement/transite or PVC Pipe; Will attempt to Designate (detect and mark) the subsurface utility mains approximate horizontal position on the surface using paint or flags as appropriate based on the field conditions and safety consideration.
- Some existing subsurface utility mains may not be detectable at the surface using current state of the art geophysical detecting equipment, due to their depth, size, material composition or soil conditions. In these cases, these utilities will be shown based on any visible surface features and any existing record drawings that have been provided to the design team. These utility mains shown from surface features and record drawings will be shown as Quality Level “D”.

- Provide Locating (VVH Test Holes) using Non-Destructive Vacuum Excavation to visually verify the size, color, material composition, configuration, orientation and depth of facilities identified by EOR. *NOTE: Cannot guarantee that we will be able to perform VVH test holes on all utilities, due to: water table depth, soil conditions, utility depth, truck access, other access obstructions, etc.*
- In performing the Locating (VVH Test Holes), Volkert and its subs will neatly cut and remove existing pavement or other surface material (not to exceed two hundred twenty-five (225) square inches per cut). We will then excavate the material through the cut down to the utility in a way that prevents any damage to wrappings, coatings, tracer wires or other protective coverings of the utility (i.e., vacuum/pressure excavations, hand digging, etc.).
- Upon obtaining necessary measurements on the subsurface utility, Volkert and its sub will then backfill and compact with select material around the utility and provide a restoration of the surface pavement, within the limits of the cut at the time of the back-fill. In the event the excavation is in an area other than roadway pavements, the disturbed area will be restored to its original condition prior to the excavation. *NOTE: This estimate does not include: any large areas of resurfacing / overlying of asphalt or concrete; nor any removal or replacement of any: curbing, decorative pavers, hardscape/landscape features, etc. of like such surface areas.*
- Will place a suitable semi-permanent above ground markers (i.e., PK nails, steel rods, etc.), on the surface directly above the centerline of the subsurface utility being located. Wooden hubs or stakes are not sufficient for this activity. Upon completion of the test hole, clean-up will be done on the work site to equal or better condition than before the excavation began.
- Will provide Survey of the Locating (VVH Test Holes) results for the project, based on Survey Control provided by client prior to Survey crew mobilization. Will tie survey to the Florida State Plane Coordinate System.

### **Task 13- Pedestrian Use Analysis and Crosswalk Design Services– Volkert and F&P**

- Coordination with City and City Police Department
- Review available data related to:
  - Roadway volumes by time of year, including pedestrian and bicycle volumes
  - Collision data with a focus on collisions involving people walking or bicycling
  - Potential land use changes along the corridor
  - Trolley Stop locations and ridership estimates
- Obtain the following information using mobile analytic resources:
  - Prevailing travel speed by time of day and time of year
  - Hard braking data to identify where along the corridor there may be underlying safety issues
  - Pedestrian Origin and Destination data across Beach Front Road to help identify key pedestrian desire lines that should be enhanced (Optional)
- Conduct observations of corridor operations to assess general driver behavior, such as yielding rates, and other location specific parameters.
- Develop crosswalk policy guidance to be applied to the corridor. There may also be future requests for crosswalk installation and the development of a policy guide can help with

subsequent decision making such that the overall intent of the project design remains. This policy will include considerations for crosswalks at uncontrolled and controlled locations.

- Review best practices in crosswalk design and enhanced crossing treatments, such as RRFBs, HAWKs, pedestrian signals, raised crosswalks, etc. to identify the types of crosswalk treatments that would be appropriate for the corridor under certain conditions.
- Estimate pedestrian flows across the corridor to aid in the identification of pedestrian desire lines
- Identify locations along the corridor where marked pedestrian crossings should be provided and appropriate crosswalk treatments.

#### **Task 14- Easement Documentation and Preparation (Driveway Licenses)– Volkert and SSMC**

- Locate sufficient boundary monumentation along the Right of way and for each adjacent parcel to map each legal description.
- Evaluation of the need along with location of needed Temporary Construction Easements.
- Evaluate and locate Temporary Construction Easements along with the minimizing the square footage needed for each. Develop preliminary drafts for delivery to the city for review, Modifications if needed , and approval.
- Once approved will begin mapping and creating the description for each. Each will be compared to the previous approval and then once agreed the QA\QC manager will review each for accuracy, clarity, and completeness.
- Produce master file with each TCE documented on it.
- Each final TCE document will be a stand-alone separate document that can be used for recording.

#### **Task 15- Easement Documentation and Preparation (FP&L)– Volkert and SSMC**

- Produce master file encompassing all effected parcels with limits of each depicted.
- Each final Legal Descriptions for Utility Power Boxes and accessories for 50 effected Parcels, Suitable for recording.

#### **Task 16- Bid Support– Volkert**

- Bid Support-
  - Provide Bid Documents in accordance with City of Panama City Beach Requirements
  - Attend Pre- Bid Meeting
  - Respond to any contractor RFI's
  - Provide Bid Tab and Make Bid Recommendations
  - Attend Pre-Construction Meeting

#### **Task 17- Post Design Services and Hills Road Design Services (optional services to be negotiated at later date when approval for Design Services will be required) – Volkert-**

- Volkert Post Design Services for Front Beach Road (4.3)
- As-Built Certifications



- Hills Road Design, Permitting and Construction Administrative Services (Front Beach Road to Panama City Beach Parkway)

**The approximate cost per Task are included below:**

<b>FBR CRA 4.3 Cost Breakdown</b>		
<b>Task #</b>	<b>Task Description</b>	<b>Cost (\$)</b>
Task 1	Surveying Services	\$ 113,858.28
Task 2	Geotechnical Services	\$ 35,915.00
Task 3	Traffic Analysis and Signal Design	\$ 184,900.00
Task 4	Envrionmental/Permitting	\$ 52,732.00
Task 5	Drainage Design and Permitting	\$ 130,420.00
Task 6	Structural Design	\$ 84,740.00
Task 7	Electrical/Lightng Design	\$ 78,162.00
Task 8	Roadway Design	\$ 570,915.50
Task 9	Utility Coordination and Design	\$ 59,864.18
Task 10	Public Involvement Servies	\$ 22,001.22
Task 11	Landscape Design Services	\$ 55,236.50
Task 12	SUE	\$ 56,800.00
Task 13	Pedestrian Use Analysis and Crosswalk Design Services	\$ 38,676.00
Task 14	Easement Documentation and Preparation (Driveway Licenses)	\$ 67,811.59
Task 15	Easement Documentation and Preparation (FP&L)	\$ 36,024.26
Task 16	Bid Support	\$ 20,654.50
Task 17	Post Design Services and Hills Road Design Services	TBD
<b>Project Total Costs</b>		<b>\$ 1,608,711.02</b>

**Deliverables:**

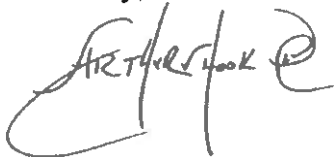
- Signed and Sealed Topographic/Location Survey(s)- two Hard Copies, one Electronic Copy
- Signed and Sealed Geotechnical Report(s)- two Hard Copies, one Electronic Copy
- Wetland Delineation Map and CADD File- one hard copies and one electronic copy in .pdf; CADD files provided in electronic format (if wetland delineation for stormwater management facility is required)
- Wetland Impact and CCCL Permits- - one hard copy and one electronic copy in .pdf (if wetland impact permitting is required)
- Signed and Sealed Traffic Study- one Hard Copy, one Electronic Copy
- Pedestrian Crossing Technical Memorandum- one Hard Copy, one Electronic Copy
- Turn Lane Analysis- one Hard Copy, one Electronic Copy
- Design Plans- 30%, 60%, 90% and 100% (Roadway/Drainage, Signalization, Signing and Pavement Markings, Lighting, Utility) two hard copies (11x17) and one electronic copy in .pdf. CADD files provided in electronic format



- Design Plans -60%, 90% and 100% Submittals (Structures and Landscape) two hard copies (11x17) and one electronic copy in .pdf. CADD files provided in electronic format
- Signed and Sealed Drainage Analysis Calculations in Workbook
- Cost Estimates at 60%, 90% and 100% Submittals- two hard copies and one electronic copy in .pdf
- Project Specifications at 60%, 90% and 100% Submittals- two hard copies and one electronic copy in .pdf
- Utility Certification Package
- TCE (Easements/Licenses) Documents one- Hard Copy, one Electronic Copy
- Master Roll plot of TCE's- one Hard Copy, one Electronic Copy
- Legal Descriptions for Utility Power Boxes and accessories - one Hard Copy, one Electronic Copy
- Master map encompassing all effected parcels- one Hard Copy, one Electronic Copy
- Bid Documents
- Bid Recommendation
- As-Built Certifications (Optional Service, completed and certified from drawings submitted by contractor)

Volkert appreciates the opportunity to provide consulting services to City of Panama City Beach. If you have, any questions regarding the information contained herein, or if we can be of additional service, please contact Arthur Hooks at (850)319-8675 or [Arthur.Hooks@volkert.com](mailto:Arthur.Hooks@volkert.com).

Sincerely,



Arthur V Hooks IV, P.E.  
**Volkert, Inc.**

**ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT**

Name of Project: FBR Reconstruction  
 County: Panama City Beach  
 FPN: N/A  
 FAP No.: N/A

Staff Classification	Total Staff Hours From "SH" Summary -	Principal	Supervisor	Project Manager	Staff 2 Engineer	Staff 1 Engineer	Senior Designer	Cad Tech	Eng. Intern	Admin. Assist.	Staff fee
3. Project General and Project Common Tasks	263	0	0	184	0	79	0	0	0	0	0
4. Roadway Analysis	2,829	0	0	283	1,132	1,415	0	0	0	0	0
5. Roadway Plans	1,241	0	0	124	372	248	0	124	0	0	0
6a. Drainage Analysis	662	0	66	66	132	265	0	0	0	0	0
6b. Drainage Plans	260	0	0	13	91	104	0	52	0	0	0
7. Utilities	80	0	0	8	0	40	0	0	0	0	0
8. Environmental Permits, and Env. Clearances	391	0	0	39	78	196	0	0	0	0	0
9. Structures - Misc. Tasks, Dwgs. Non-Tech.	122	0	6	0	55	37	0	24	0	0	0
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0
17. Structures - Retaining Walls	218	0	11	0	131	76	0	0	0	0	0
18. Structures - Miscellaneous	254	0	13	0	152	89	0	0	0	0	0
19. Signing & Pavement Marking Analysis	498	0	0	25	224	249	0	0	0	0	0
20. Signing & Pavement Marking Plans	104	0	0	5	36	42	0	21	0	0	0
21. Signalization Analysis	471	0	0	24	283	165	0	0	0	0	0
22. Signalization Plans	226	0	0	11	79	90	0	45	0	0	0
23. Lighting Analysis	420	0	0	42	168	168	42	0	0	0	0
24. Lighting Plans	160	0	0	8	56	64	0	32	0	0	0
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0
27. Survey (Field & Office Support)	236	0	0	0	0	0	0	0	0	0	0
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0
29. Mapping	0	0	0	0	0	0	0	0	0	0	0
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0
<b>Total Staff Hours</b>	<b>8,435</b>	<b>0</b>	<b>96</b>	<b>832</b>	<b>2,989</b>	<b>3,200</b>	<b>783</b>	<b>298</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Staff Cost</b>		<b>\$0.00</b>	<b>\$24,384.00</b>	<b>\$186,368.00</b>	<b>\$493,185.00</b>	<b>\$304,000.00</b>	<b>\$94,743.00</b>	<b>\$26,820.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Survey Field Days by Subconsultant  
 4 - Person Crew.

SALARY RELATED CO.	
OVERHEAD:	
OPERATING MARGIN:	
FCCM (Facilities Capital EXPENSES:	
Survey (Field - if by Print	
<b>SUBTOTAL ESTIMATE</b>	
Subconsultant: SSMC	
Subconsultant: SES	
Subconsultant: SSMC	
Subconsultant: SSMC	
Subconsultant: SSMC	
Subconsultant: Tufo	

- Notes:
1. This sheet to be used by Prime Consultant to calculate the Grand Total fee
  2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.