

RESOLUTION NO. 22-208

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A TASK ORDER WITH HALFF ASSOCIATES, INC. FOR ENGINEERING SERVICES RELATED TO DESIGN OF A SIDEWALK ON HILLS ROAD, IN THE AMOUNT OF \$50,000.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Task Order 2022-01 to its Master Services Agreement with Halff Associates, Inc., for Professional Engineering Services for Minor Roadway, Sidewalk and Trails Projects relating to the engineering services for the design of a sidewalk on Hills Road, in the amount of Fifty Thousand Dollars (\$50,000), 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 25th day of August, 2022.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

EXHIBIT A

I. Purpose

Halff Associates, Inc. (CONSULTANT) shall provide the City of Panama City Beach (CITY) with engineering services necessary to construct a sidewalk along Hills Road from its intersection with Front Beach Road to Panama City Beach Parkway (US 98), approximately 3,200 feet in length. The CITY will provide all available documentation for the roadway corridor that could assist with plans development (permits, right of way documents, utility agreements, maintenance records, etc.). Final plans will be delivered by the CONSULTANT in both PDF and CAD formats.

II. Professional Services Required

The following services are anticipated for the completion of this project:

A. Topographic Surveying

Through our subconsultant Southeastern Surveying and Mapping Corporation (SSMC) HALFF will provide a Topographic Survey to meet the Standards of Practice as prescribed by the Florida Board of Professional Land Surveyors in Chapter 5J-17 FAC, Section 472.027 of the Florida Statutes. The survey will include the following:

- Establish or recover horizontal control utilizing the Florida North State Plane Grid System, 2011 Adjustment.
- Perform sufficient field work to gather pertinent information needed to determine the right of way of Hills Road to be shown of final drawing.
- Perform data gathering field work to Break line design Topographic information as depicted on the exhibit received via email on June 8, 2022.
- Locate all improvements and utilities, as evidenced by above ground features or if designated and marked by the Utility Owners, their designated representative, or a contracted service at the original time of field visit.
- Provide spots shots on all features and natural ground to include terrain break lines to create (one) 1-foot contours to be shown on final drawings.
- Establish Five (5) site benchmarks for the project on NAVD 88 Datum.

DELIVERABLE

The final survey product will be three (3) certified prints, and an electronic file in Civil 3D.

B. FDOT Coordination and Base Conditions Development

The CITY desires to construct improvements to Hills Road. The CONSULTANT shall prepare the base conditions for design of the Hills Road improvements by combining the existing condition Design Survey with the proposed conditions designed by FDOT. This includes coordination with FDOT and records requests of various US 98 design components.

Note: The FDOT design of US 98 may change during final design and construction activities. Supplemental services may be necessary to update the design of Hills Road improvements accordingly.

C. Sidewalk Plans

HALFF will prepare the design of a six (6) foot concrete sidewalk along Hills Road from its intersection with Front Beach Road to Panama City Beach Parkway (US 98), approximately 3,200 feet in length. Design will consist of sidewalk design (10' minimum

offset from the existing edge of pavement unless other constraints require it to be less), limited drainage analysis (see Task C), erosion control, utility coordination, traffic control, and signing and pavement markings.

Plans will be provided to the CLIENT at 60% and Final design phases for review and comment. Plans will consist of the following components:

- Key Sheet
- Drainage Map
- General Notes
- Typical Sections and Details
- Project Layout
- Plan Sheets
- Cross Sections (Every 100 Feet)
- Erosion Control Plan
- Traffic Control Plan
- Signing and Pavement Markings

Deliverables:

- Two (2) hardcopy sets of Signed and Sealed Construction Plans
- Electronic Documents Including:
 1. PDF of Signed and Sealed Construction Plans
 2. Bid Summary in Excel Format
 3. Civil3d design files. Files are for the design and are not to considered files for machine grading.

D. Drainage and Permitting

The existing drainage along Hills Road is simply a continuous slope from the edge of pavement (EOP) to the right of way line. The design will examine the drainage patterns in the adjacent properties to ensure that stormwater runoff is not trapped on private property. It is anticipated that a shallow swale will be constructed between the EOP and the sidewalk to provide retention of the runoff from the sidewalk and the road surface. If the design requires the sidewalk to be adjacent to the roadway then regular or skip curb will be considered.

- HALFF will coordinate with Northwest Florida Water Management District (NFWFMD) to request a permitting exemption per 62-330.051. Supplemental Services will be required if it is determined that the sidewalk construction doesn't qualify for an exemption.
- Halff will coordinate with FDOT to secure the necessary permit to connect the sidewalk to the FDOT sidewalk in US 98.

E. Utility Coordination

HALFF will submit 60% design plans to the UAOs identified from the Sunshine 811 Design Tickets provided by SSMC. UAOs will be required to submit markups of their existing facilities located within the project limits and provide proposed relocation plans if conflicts are unavoidable. Markups will be incorporated into the Plan Sheets and provided for review at the Final design submittal phase.

F. Opinion of Probable Cost

HALFF will provide an Opinion of Probable Cost (OPC) to the CLIENT at the final design submittal phase. The OPC will be developed from the project’s estimated quantities, and prices will be generated from the use of the FDOT unit price averages for the project area.

III. CLIENT’S RESPONSIBILITIES

- A. Payment of any and all impact, review and permitting fees.
- B. Provide HALFF with any information, agreements, and/or restrictions that may be in effect on the property and impact the design guidelines or criteria for the project.
- C. The CLIENT shall provide HALFF with access to the site for activities necessary for the performance of the services. HALFF will take precautions to minimize damage due to these activities but have not included in the fee the cost of restoration of any resulting damage.
- D. Bid phase services

IV. SCHEDULE

Upon receipt of a fully executed copy of this Agreement, HALFF shall perform its services and discharge the obligations imposed upon us in a prompt and timely manner and as expeditiously as is consistent with professional skill and care and the orderly progress of the work. We also acknowledge that the CLIENT is to be regularly and routinely consulted in connection with the performance hereunder.

V. COMPENSATION

Our fees for the described services are outlined in the following table and Attachment A. We have provided “Lump Sum Fees” for the services identified in the Scope of Work. Lump Sum Fees include Reimbursable Expenses directly associated with this project (travel, mileage, reproduction, supplies, and other non-labor reimbursable costs). Our fee schedule is as follows:

FEE SCHEDULE

Scope of Services	Lump Sum Fee
A. Topographic Survey	\$11,450.00
B. FDOT Coordination	\$ 3,140.00
C. Sidewalk Plans	\$24,100.00
D. Drainage and Permitting	\$ 4,560.00
E. Utility Coordination	\$ 4,050.00
F. Opinion of Probable Cost	\$ 2,700.00
TOTAL	\$50,000.00

Note: The proposed fees are only valid if this Agreement is signed by both parties within 30 days from the date of transmittal and all work is authorized within 12 months.

HALFF shall submit invoices to the CLIENT on a monthly basis for the work accomplished based

on our estimate of the approximate fee earned. Invoices shall be payable upon receipt of the invoice. HALFF reserves the right to suspend all services on the CLIENT'S project if an invoice remains unpaid 30 days after the date of the invoice. If suspended, work will not resume until all outstanding invoices are paid in full. Accounts unpaid 30 days after the invoice date shall be subject to a monthly service charge of 1.5% on the unpaid balance at the sole election of HALFF. In the event any portion of a CLIENT account balance remains unpaid 90 days after the date of invoice, the CLIENT shall pay all collection costs, expert witness fees, and other associated fees, including reasonable attorney's fees. If services under this Agreement continue for a period of more than twelve (12) months from the date of this Agreement, the fees contained in the Fee Schedule shall be subject to re-negotiation at the sole discretion of HALFF. In the event of unsuccessful re-negotiations following the said 12-month period of service, HALFF shall have the sole and exclusive right of termination of the Agreement upon written notice to CLIENT. Any change in such fees shall apply to the unfinished services as of the effective date of such change.

In the event the referenced project or the services of HALFF called for under this Agreement is/are suspended, canceled or abandoned by the CLIENT, HALFF shall be given five (5) days prior written notice of such action and shall be compensated for the professional services provided up to the date of suspension, cancellation or abandonment.

VI. SUPPLEMENTAL SERVICES

Services authorized in writing by the CLIENT other than those specifically listed in the Scope of Services and which are agreed to be performed by HALFF by written addenda to this Agreement shall be considered Supplemental Services for which the CLIENT shall compensate HALFF at an agreed upon lump sum fee or the HALFF current hourly rates for the actual personnel involved in the tasks (see attached Hourly Rate Schedule). Supplemental Services may include, but not be limited to, the following items:

- A. Public Involvement
- B. Structural Design
- C. Stormwater Modeling
- D. Right of Way Support
- E. Post Design Services
- F. Environmental Services
- G. Specifications Preparation

VII. EXCLUDED SERVICES

HALFF's Scope of Services expressly does not include the following services which are the obligation of the CLIENT or Owner, as the case may be.

- A. Geotechnical, Architectural, Structural, Mechanical, or Electrical Services
- B. Environmental/Biological Services
- C. Any service related to buildings or vertical construction elements
- D. Any services not listed in this proposal

Sincerely,

HALEF



David W. Hutcheson, PE, PSM
Senior Vice President

7/22/2022

Date

COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 2022-01

DATE
8/25/2022

Reference is made to that certain MASTER SERVICE AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND HALFF ASSOCIATES, INC. RELATING TO PROFESSIONAL ENGINEERING SERVICES FOR MINOR ROADWAY, SIDEWALK AND TRAILS dated December 28, 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 minor roadway, sidewalks and trails.

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

a stipulated sum of \$ 50,000.00; 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 22, and shall be completed within _____ calendar days. The date of completion of all work is therefore _____, 20 22. 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:

HALFF ASSOCIATES, INC.

By: _____ Date: _____
Its:

ATTEST:

City Clerk

CITY OF PANAMA CITY BEACH, FL.

By: _____ Date: _____
City Manager