RESOLUTION 15-50

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Task Order #2015-01 to the Master Services Agreement between the City and McNeil Carroll Engineering, Inc., dated December 29, 2013, for general, localized stormwater engineering services, relating to the performance and preparation of wetland delineation services in the Glades stormwater basin, in a total amount not to exceed Fifteen Thousand Seventy Five Dollars and No Cents ($15,075.00), in substantially the form attached and presented to the Council today, draft dated January 13, 2015, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 42nd day of January, 2015.

CITY OF PANAMA CITY BEACH

By: Gayle F. Oberst, Mayor

ATTEST:

Holly White, City Clerk
Memorandum

To: Mario Gisbert

CC: Holly White, Paul Casto, Al Shortt

From: Kelly Jenkins

Date: January 13, 2015

Subject: Professional Stormwater Engineering Services Task Order – Wetland Delineation for ditch widening north of the Glades Subdivision

In August 2013 CDM Smith was tasked to analyze different possible scenarios, for the Glades stormwater basin to see if proposed infrastructure improvements could help alleviate some of this flooding for 100 year rainfall events. The report suggested making a few different improvements that combined would be able to drop flooding levels in the area approximately 0.6’ where the most damage occurred to the residences. One of the recommendations is to widen the channel that the Glades discharges to on the north side of Back Beach Road that then outfalls into West Bay (see attached aerial).

This ditch runs primarily through St. Joe land which lies within their overall planned Breakfast Point Subdivision. Along this ditch are many different land designations including conservation easements, mitigation banks, and wetlands (both high and low quality). Staff has had initial meetings with St. Joe, FDEP and the Corps of Engineers and discovered that permitting the widening of this channel could require a substantial effort.

Staff requested and has received a proposed task order number 2015-01 for work under the Master Services Agreement (MSA) with one of the City’s stormwater consultants, McNeil Carroll Engineering Inc., to determine the extents of this effort. They have also utilized a sub-consultant, ICARUS Ecological Services Inc. The proposal attached will provide services to delineate wetlands (high and low quality), obtain GPS information, and meet with regulatory agencies to be able to determine the steps necessary to complete permitting and obtain approval to widen this existing channel.

Staff recommends approval of this proposal in the not to exceed amount of $15,075 and has sufficient funds in this fiscal year stormwater budget.
EXHIBIT B
COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 2015-01

DATE January 13, 2015

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND McNEIL CARROLL ENGINEERING, INC. RELATING TO GENERAL, LOCALIZED PROFESSIONAL STORMWATER ENGINEERING SERVICES dated December 29, 2013, (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 the preparation of Wetland Delineation Services for the ditch widening north of the Glades Subdivision.

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

X a stipulated sum of $15,075.00; 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 at the rates set forth upon incorporated

Attachment B, Hourly Fee Breakdown (if applicable), with a maximum cost of $________;

and shall be paid in monthly installments as specified in the Agreement.

Work shall begin on ________________, 2015, and shall be completed within ______ calendar days. The date of completion of all work is therefore ________________, 201___.

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 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.


________________________

By: _____________________ Date: __________

________________________

Its:

________________________

ATTEST:

CITY OF PANAMA CITY BEACH, FLA.

By: _____________________ Date: __________

________________________

City Manager

City Clerk
January 13, 2015

SENT VIA EMAIL

Ms. Kelly Jenkins, P.E.
City of Panama City Beach
110 South Arnold Road
Panama City Beach, FL 32413

Re: Task Order No. 2015-01
Proposal for Wetland Delineation Services
North of Hwy 98 Wetland Delineation
Panama City Beach, Florida
MCEI File No. 24525

Dear Ms. Jenkins:

McNeil Carroll Engineering, Inc. is pleased to have the opportunity to provide professional services for the proposed wetland mapping and classification located in Panama City Beach, Florida. Based on information provided to us, we have developed the following scope of services for your review and consideration.

Professional Service Summary

The consultant (Icarus Ecological Services, Inc.) will perform wetland delineation, RGP-SAJ-86 wetland mapping and classification and wetland estimation service for approximately 16.25 acres (~7,000 LF) of a ditch feature located near Phase 2 of Breakfast Point Residential subdivision, originating north of Hwy 98 and extending north towards the Breakfast Point Mitigation Bank. Icarus will GPS wetland flag points, delineate RGP-SAJ-86 hi/lo wetland features, prepare a report with maps and data, including jurisdictional data forms, as required to support future dredge and fill permit submittals to the Florida Department of Environmental Protection (FDEP, NW District) and U.S. Army Corps of Engineers (USACOE).

Professional Service Description

Task 1: Wetland Delineation, Classification, JD Forms ($7,436.00)
Icarus will perform a wetland delineation including delineation of RGP-SAJ-86 hi/lo wetland features, and produce the requisite jurisdictional evaluation forms. A report detailing the findings will be provided as well as electronic versions and raw data.

Task 2: Sub meter GPS – Wetland Flags ($3,767.00)
Icarus will use sub meter GPS instrumentation to acquire wetland flag points and the RGP-SAJ-86 hi/lo wetland features. GPS data, GIS shapefiles, and dxf files for use in AutoCAD will be provided.
Task 3: Wetland Delineation ($2,915.00)
Icarus will estimate the western area adjacent to the ditch, provided by the client, based on preliminary mapping data acquired during Task 1. Findings will be provided in the wetland mapping report.

Task 4: Meetings with Regulatory Agencies ($957.00)
Icarus will participate in up to two (2) regulatory meetings with agencies as required for preliminary planning efforts.

COMPENSATION

The work described above will be performed on a flat fee basis with progress billing rates. The flat fee to complete the work described herein is as follows:

Task 1-4 Total Not to Exceed: $15,075.00

Once again, we appreciate your consideration of McNeil Carroll Engineering, Inc. and look forward to providing the City of Panama City Beach with quality engineering services. Should you have any questions or need any additional information, please do not hesitate to call.

Sincerely,

McNeil Carroll Engineering, Inc.

Robert Carroll, P.E.
Vice President

ACCEPTANCE

BY: Mario Gisbert, City Manager
City of Panama City Beach

DATE: ____________________________