

RESOLUTION NO. 24-08

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 MANDY LANE SOUTH IN THE AMOUNT OF \$209,900.00; AND AUTHORIZING A BUDGET AMENDMENT TO APPROPRIATE ADDITIONAL FUNDS FOR THIS 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 that certain Task Order 2023-01 to its Master Services Agreement with Halff Associates, Inc., for Professional Engineering Services for Minor Roadway, Sidewalk and Trails Projects relating to road design for Mandy Lane South, in the basic amount of Two Hundred Nine Thousand Nine Hundred Dollars (\$209,900.00), 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 and whose execution shall be conclusive evidence of such approval.

2. The following budget amendment #2 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 in and in accordance with the **attached** and incorporated Exhibit B.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 12th day of October, 2023.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 2023-01

DATE
9/29/2023

Reference is made to that certain 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 Mandy Lane South Extension (AKA Aaron Bessant Park Access Road Design

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

- a stipulated sum of \$ 209,900.00; 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 Scope of Services, and shall be paid in monthly installments as specified in the Agreement.

Work shall begin on _____, 2023, and shall be completed within _____ calendar days. The date of completion of all work is therefore _____, 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:

HALFF ASSOCIATES, INC.
By: _____ Date: _____

ATTEST:

_____ City Clerk

CITY OF PANAMA CITY BEACH, FLA.
By: _____ Date: _____
City Manager

SCOPE OF SERVICES

**Engineering Services for Aaron Bessant Park Access Road Design and
Permitting**

City of Panama City Beach

August 21, 2023

Project Manager: Kathryn Younce, E.I., CFM

**Prepared By:
David W. Hutcheson, P.E. – Sr. Vice President**



I. Purpose

Halff Associates, Inc. (CONSULTANT) along with our subconsultants, shall provide the City of Panama City Beach (CITY) with planning, environmental analysis, engineering and permitting services necessary to construct an entrance road from Panama City Beach Parkway (US 98) to the existing open area in Aaron Bessant Park as shown on the sketch provided by the City, approximately 1,600 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. Environmental Assessments and Conservation Easement Modification

Icarus Ecological Services, Inc, (IES), HALFF will provide the necessary environmental permitting and conservation easement modification. The service will include the following.

IES will provide environmental services for the project site including wetland delineation, listed species survey, GIS mapping, 404 and ERP permit planning and submittal, conservation easement modification, and agency and team coordination.

Professional Service Description

Task 1: Onsite Wetland Delineation

Icarus will perform a state and federal wetland delineation utilizing the Florida Wetlands Delineation Manual and criteria established under Chapter 62-340, F.A.C., and the 1987 U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual and the 2010 Regional Supplement for the Atlantic and Gulf Coastal Plain Region (Version 2.0) as established under Section 404 of the Clean Water Act. Icarus does not warranty the lifespan of vinyl flagging or any materials used to locate features onsite. It is the Client's responsibility to understand that materials placed onsite may be subject to storm damage, vandalism, sun damage, and other forms of decay or removal, which Icarus does not have any control over. Delineations are subject to change upon agency reviews.

Task 2: Listed Species Survey and Report

Icarus ecologists will complete a survey for all required federal and state listed species and provide a report detailing their occurrence or potential for occurring onsite. Icarus will also detail the likelihood that the project will result in the take of listed species. This proposal does not include any additional permitting if a take is necessary.

Task 3: 404/ ERP Permit Application Preparation and Submittal

Icarus will prepare and submit the necessary applications for a State 404 Permit and Environmental Resource Permit from the Florida Department of Environmental Protection, including Sections A, C. This proposal does not include engineering services or the stormwater section of the application (Section E).

Task 4: Request for Additional Information Responses/Agency Coordination
Icarus will respond to up to 2 RAls each for the State 404 and ERP applications.

Task 5: Meetings/Coordination

Icarus will assist the client, engineer, surveyor and attorneys with information related to the permitting process up to the specified cost outlined in the proposal.

Task 6: Conservation Easement Modification/ Agency Coordination

Icarus will coordinate with the client's attorney to determine the suitable language for a conservation easement modification. Icarus will schedule a meeting with Florida Department of Environmental Protection (FDEP) and Army Corps of Engineers (ACOE) to present the proposed modification. Icarus will prepare a request for a Conservation Easement modification for the ACOE and FDEP. Icarus will coordinate with the ACOE and FDEP through the agency specific legal review and final issuance.

Note: The agencies generally require the client demonstrate a net ecological benefit to modify a conservation easement.

Assumptions:

- Icarus will be granted access to the site. Any access blocked by storm damage, vandalism, fires, vagrancy, vegetation, or other impediment is the responsibility of the landowner to remedy or remove in order for work to take place.
- Delineated wetland lines can change over time and are not binding on the principal state and/or federal agency until the appropriate state and/or federal agency issues a permit or a binding jurisdictional determination. Icarus does not guarantee the accuracy of publicly available datasets or sources it may use in the performance of the services and does not guarantee the lifespan of vinyl flagging or any materials used to locate features onsite.
- A literature review and field review will be conducted to determine the potential for listed species occurrence. Vouchered specimens often form the basis for the inclusion of species on County species lists. Un-vouchered species not included on County species lists are not included in the listed species review.
- Publicly available data sources may be used. Icarus cannot guarantee the accuracy of public datasets.

B. Boundary and Topographic Surveying

Southeastern Surveying & Mapping, SSMC, will complete a Boundary and 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:

Task 1: Boundary Survey:

- Perform necessary field work to establish the location of the North and east Boundary Lines and set the boundary corners of the subject parcel for those lines only.
- If Provided Review initial Title Commitment as provided, to address record easements or servitudes and covenants within the subject boundaries concerning the physical location of any land description.
- Prepare a new legal description for the proposed Roadway within the Parcel #32739-020-010, suitable for recording.

Task 2: Topographic Survey:

- Locate all improvements and utilities, as evidenced by above ground features or if designated and marked by the Utility Owners or their designated representative or a contracted service at the original time of a field visit. SSMC will provide, will conduct, and report the result of a Sunshine 811 design ticket.
- Obtain spot elevations on natural ground and existing improvements suitable for interpolation of one-foot contours to be shown on the final drawing.
- Establish a minimum of two (2) site benchmarks.
- Topographic coverage will be limited to a 120-foot corridor being 1,500 feet in Length along with the southerly lane of US 98 and 100 foot east and west from the Proposed roadway as depicted on the exhibits provided via email on August 9, 2023 from Halff and Assoc.
- Included will be all line cutting as needed to fulfill the efforts required.

C. Geotechnical Investigations

Southern Earth Sciences will complete a geotechnical investigation of the area to determine the conditions of the soils and the impacts of the roadway construction. The services will include field testing, laboratory testing and an engineering evaluation report with the results of the testing including recommendations for the design and construction of the proposed roadway.

D. FDOT Coordination, Base Conditions Development and Permitting

The CONSULTANT shall prepare the base conditions for design of the 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. The current FDOT plans show a turnout and traffic signals being constructed at the intersection.

HALFF will research, obtain, and review available project information, existing traffic count data, reports, plans, etc., and coordinate with the Client and Bay County Traffic Engineering Division staff to discuss methodology and/or identify key traffic operations functions/issues/concerns along US 98 within the functional area of the US 98/Mandy Lane intersection. Potential proposed uses of Aaron Bessant Park Road will be discussed to better understand anticipated traffic activity levels, including time of day, day of week, and overall traffic circulation patterns. General signalization operational phasing and timing assumptions at the future US 98/Mandy Lane/Aaron Bessant Park Road intersection will be discussed with Bay County, potential future cycle lengths and traffic queuing estimated, and turn lane dimensions recommended for the Aaron Bessant Road northbound approach to US 98. Resulting recommendations will be discussed with the Client, project team, local government agency, and/or FDOT (includes up to 2 meetings). Analyses and recommendations will be summarized in a brief letter report or memorandum format.

Should subsequent discussions with reviewing agencies require additional tasks or evaluations beyond those identified within the Scope, requests will be performed as additional services.

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

E. Roadway Plans

HALFF will prepare the design of a two-lane roadway from its intersection with Panama City Beach Parkway (US 98) to the open area in Aaron Bessant Park, approximately 1,600 feet in length. Design will consist of a 24-foot-wide paved rural typical section utilizing roadside ditches within an 80-foot right-of-way, erosion control, utility coordination, traffic control, and signing and pavement markings.

Plans will be provided to the CLIENT at 30%, 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 50 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 be considered files for machine grading.

F. Drainage and Permitting

The drainage concept is to utilize the roadside ditches/swales for water quality and rate control, or a separate stormwater management facility located within the project limits. Culverts and cross drains will be incorporated as needed to ensure drainage patterns are maintained. It is understood that a Development Order or an environmental/tree removal permit from Panama City Beach will not be required.

- HALFF will coordinate with Northwest Florida Water Management District (NFWFMD) to submit an application for an Individual Environmental Resource Permit.
- Wetland permitting and conservation easement modification is covered in Task A above.

G. 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.

H. 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 and Construction Admin Services are an additional service if requested.

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.1 Onsite Wetland Delineation	\$6,455.00
A.2 Listed Species Survey and Report	\$3,160.00
A.3 404/ERP Permit	\$19,860.00
A.4 RAI Responses	\$7,030.00
A.5 Meetings and Coordination	\$2,000.00
A.6 Conservation Easement Modification	\$13,911.00
B.1 Boundary Survey	\$5,094.00
B.2 Topographic Survey	\$13,210.00
C. Geotechnical	\$6,050.00
D. FDOT Coordination	\$22,566.00
E.1 Roadway Plans 30%	\$22,834.00
E.2 Roadway Plans 60%	\$42,706.00

E.3 Roadway Plans Final	\$17,098.00
F. Drainage and Permitting	\$23,060.00
G. Utility Coordination	\$4,366.00
Expenses	\$500.00
TOTAL	\$209,900.00

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. Downstream Stormwater Modeling
- D. Right of Way Acquisition Support
- E. Post Design Services
- F. Environmental Services other than those listed in the scope of services
- G. Specifications Preparation other than Standard FDOT Specifications

VII. EXCLUDED SERVICES

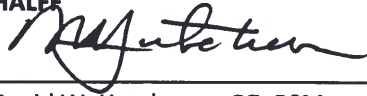
HALFF's Scope of Services expressly does not include the following services which are the

obligation of the CLIENT or Owner, as the case may be.

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

Sincerely,

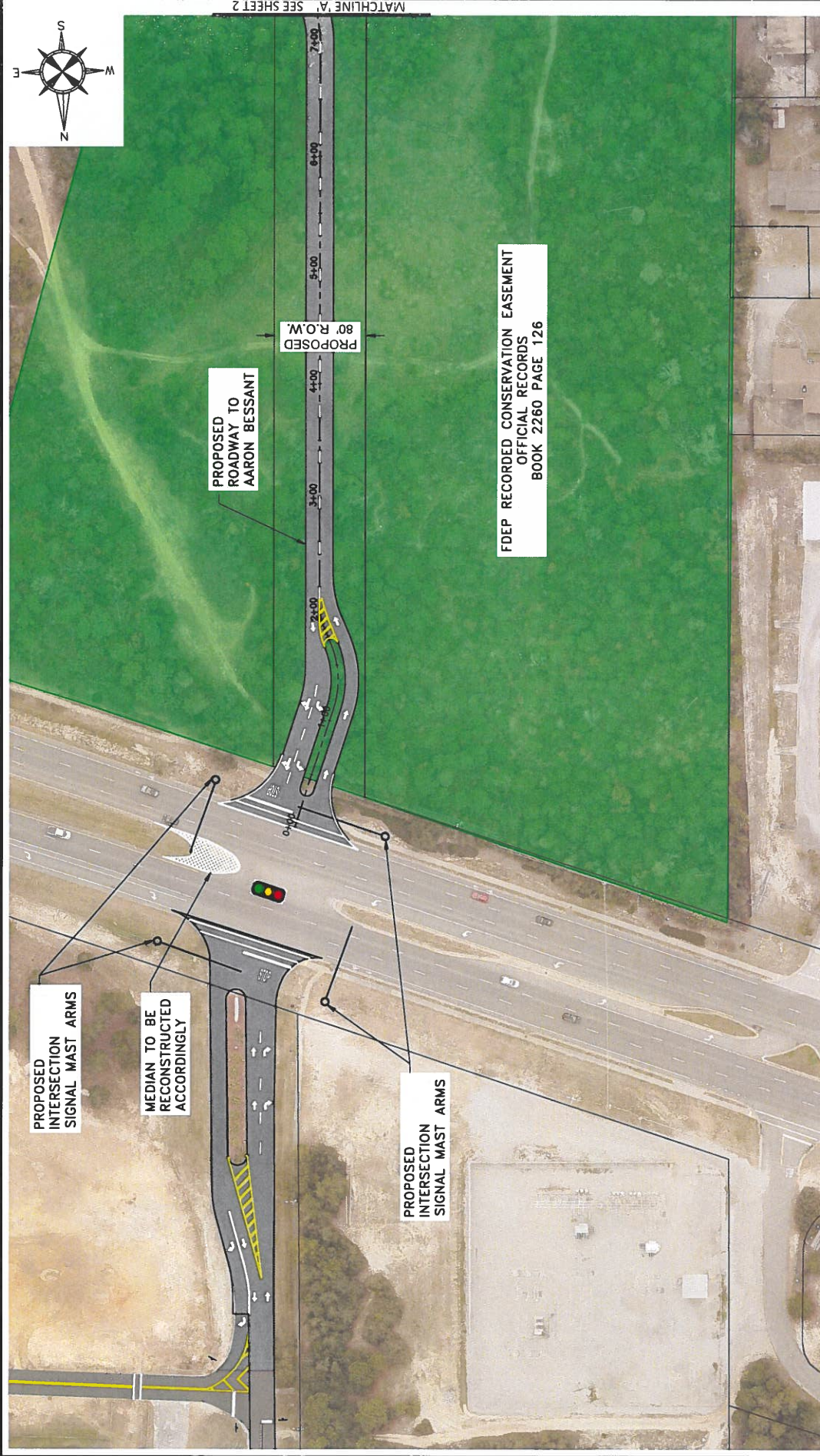
HALFF



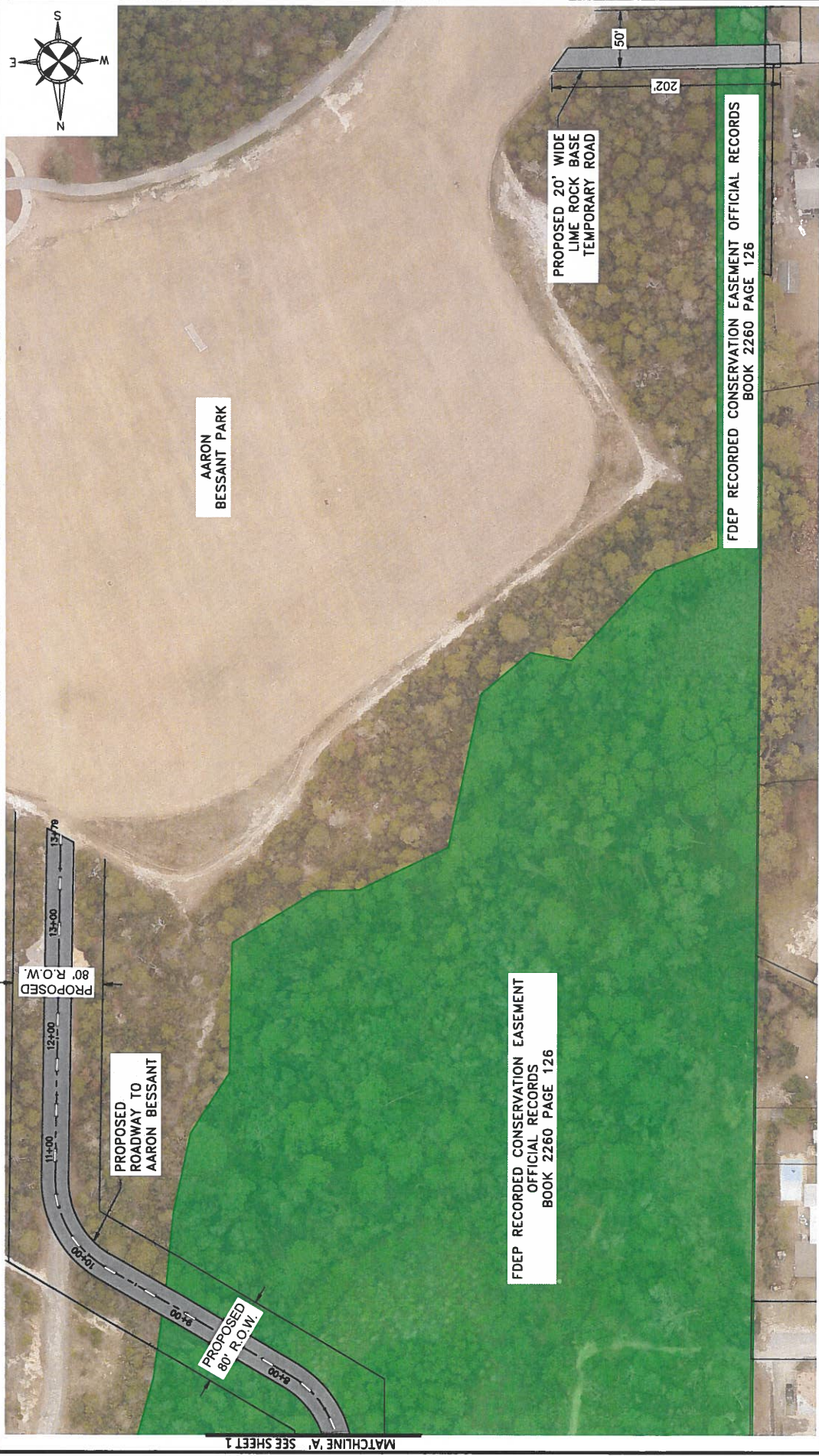
David W. Hutcheson, PE, PSM

8/21/2022

Date



NO.	DATE	BY	DATE	5-29-2023
			SCALE:	1"=60'
			DESIGNED BY:	K.L.Y.
			DRAWN BY:	L.J.S.
			CHECKED BY:	K.L.Y.
			FILE NO.	
CITY OF PANAMA CITY BEACH				
116 SOUTH ARNOLD ROAD PANAMA CITY BEACH, FLORIDA 32413				
PROPOSED ROADWAY			SHEET NUMBER	
PROPOSED ROADWAY TO AARON BESSANT EXHIBIT			1	



MATCHLINE 'A' SEE SHEET 1

NO.	DATE	BY	DESCRIPTION

DATE:	9-22-2023
SCALE:	1"=60'
DESIGNED BY:	K.L.Y.
DRAWN BY:	L.J.S.
CHECKED BY:	K.L.Y.
FILE NO.	

CITY OF PANAMA CITY BEACH		PROPOSED ROADWAY	SHEET NUMBER
116 SOUTH ARNOLD ROAD PANAMA CITY BEACH, FLORIDA 32413		PROPOSED ROADWAY TO AARON BESSANT EXHIBIT	2

