

RESOLUTION 21-209

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A TASK ORDER WITH TETRA TECH, INC. FOR ANNUAL BIOLOGICAL MONITORING IN THE CITY'S CONSERVATION PARK IN AN AMOUNT NOT TO EXCEED \$30,000.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Task Order to the Master Services Agreement for Major Wastewater Engineering Services between the City and Tetra Tech, Inc., relating to the performance of biological monitoring in the Conservation Park, in an amount not to exceed Thirty Thousand Dollars (\$30,000), 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 special session this 26th day of August, 2021.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

**ATTACHMENT A – SCOPE OF SERVICES
UNDER MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA
CITY BEACH AND TETRA TECH, INC., RELATING TO MAJOR
WASTEWATER ENGINEERING SERVICES DATED DECEMBER 29, 2013**

Tetra Tech, Inc. (Consultant) shall provide assistance for biological monitoring and reporting services as required by the Florida Department of Environmental Protection (FDEP) and the U.S. Army Corps of Engineers (USACE) for the Client's 3,000-acre Conservation Park (Park) for fiscal year 2021. The intent of this Scope of Work is to assist the City of Panama City Beach in meeting the conditions of FDEP and USACE permits for the receiving wetland and mitigation uses of the Park. This scope is intended to address specific conditions in FDEP Wetland Permit 03-231981-003-DF, FDEP Wastewater Permit FL0021512, and USACE Permit SAJ-2006- 1857 (IP-DEB). The work shall cover four sampling events – Quarters 1-4 in 2021, Semi-Annual Monitoring, Annual Reporting.

The scope of this contract includes task support on a Time & Material basis for the following:

Quarterly/Annual USACE and FDEP Monitoring and Reporting Assistance:

Consultant shall provide assistance on an hourly basis with quarterly monitoring field activities and subsequent preparation of reports based on such field activities required by the USACE and the FDEP. This assistance will include the belt transects for herbaceous vegetation, belt transects for woody vegetation, threatened and endangered (T&E) species transects and fish sampling stations.

Consultant will assist with semi-annual monitoring and annual reporting services related to the City's wetland mitigation area as required. The wetland mitigation area includes 269 acres within the Park. There are four 50-meter long transects where specific monitoring is required on a quarterly basis and walking paths that require monitoring on an annual basis.

The Consultant shall assist as needed with processing the quarterly and annual monitoring data for incorporation into the USACE and FDEP Annual Monitoring Reports.

These services will be billed at a cost of \$100 per hour. Direct costs shall be invoiced at the actual costs with a 10% markup and vehicle mileage shall be reimbursed at the prevailing IRS allowable rates with a 10% markup in accordance with our Master Services Agreement. The total fee for this scope of services shall not exceed \$30,000.

We appreciate the opportunity to be of service to the City of Panama City Beach and believe this Scope of Work accurately summarizes the significant terms of our engagement. If you agree to the terms of our engagement as described above, please sign and return a copy to us via email.

RESPONSE:

This Scope of Work correctly sets forth the understanding of the City of Panama City Beach, Florida.

Approval:

Mark Shaeffer, P.E.
Utilities Director

EXHIBIT B
COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 10

DATE: August 5, 2021

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND TETRA TECH, INC. RELATING TO MAJOR WASTEWATER 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 []

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

- a stipulated sum of \$11; 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 \$30,000.00

Work shall begin on August 9, 2021 and shall be completed within the 2021 calendar year. The date of completion of all work is therefore December 31, 2021. Liquidated delay damages, if any, are set at the rate of [0] 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:

TETRA TECH, INC.

By: _____ Date: _____

Its: _____
CITY OF PANAMA CITY BEACH, FL.

ATTEST: _____

By: *[Signature]* Date: 09-01-21
City Manager

City Clerk
[Signature]