

# TASK ORDER APPROVAL FORM

CONTRACT #: C19-2749-PW

TASK ORDER #: 6 (South Avenue and Thornhill Road Pond Geotechnical Services)


TASK ORDER AMOUNT: \$3,550.00

OFFERED BY CONSULTANT:

DRMP, Inc.  
FIRM'S NAME

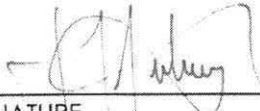
CONTRACT: C19-2749-PW  
DRMP, INC.  
GENERAL ENGINEERING SVS FOR PW  
EXPIRES: 09/30/2023

John Alaghemand, P.E.  
REPRESENTATIVE'S PRINTED NAME

  
SIGNATURE

Office Leader 1/4/2022  
TITLE DATE

## RECOMMENDED FOR APPROVAL (Department Director)

  
SIGNATURE

Patrick Woods Director  
TITLE

1/4/22  
DATE

## APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual)

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.

  
PURCHASING MANAGER

01/04/22  
DATE

\_\_\_\_\_  
OMB Director/DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTY ADMINISTRATOR (if applicable)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CHAIRMAN (if applicable)

\_\_\_\_\_  
DATE



December 3, 2021

Michael Anderson

Via Email: [MAAnderson@MyOkaloosa.com](mailto:MAAnderson@MyOkaloosa.com)

Phone: (850)423-4834

**Subject: Geotechnical Exploration Proposal  
South Avenue and Thornhill Road Pond  
Okaloosa County, Florida**

Dear Michael:

Larry M. Jacobs & Associates, Inc. (LMJ) appreciates the opportunity to submit a proposal for providing a geotechnical exploration for the subject project. The following sections outline our understanding of the project, our recommended scope of services, a cost estimate for providing these services, and the proposed terms and conditions.

#### **Project and Site Description**

The site is located on the Intersection of South Avenue and Thornhill Road, Okaloosa County, Florida. We understand that the project is to consist of the construction of triangular, roughly 3,000 square feet, three-foot deep, dry pond. We understand that the site is clear to the proposed boring locations of any potentially impeding vegetation and/or obstacles to our truck mounted drilling rig. According to Google Earth®, the site's elevation is roughly +13 feet in the proposed pond area and +10 feet in the nearest water. If any of this information changes or is incorrect, our office should be notified, and changes to this proposal may be needed.

#### **Proposed Scope of Services**

The proposed scope of services is based on the information supplied and our experience in the area with similar projects. We propose to perform the following:

- ▼ Locate the borings at the site.
- ▼ Clear registered utilities at the site with the Florida Sunshine Network. Non-registered or private utilities are the responsibility of the client to clear.
- ▼ Mobilize a truck-mounted drill rig and drilling team to the site.
- ▼ Drill two SPT borings to a depth of 15 feet for the pond.
- ▼ Take up to two Shelby tube samples from the pond borings for laboratory testing.
- ▼ Perform a visual classification and laboratory testing of the soil samples obtained during our exploration. Our proposal includes a budget for basic properties testing such as natural moisture content and wash #200 sieve tests to verify visual classification and evaluate and document various soil properties. Up to two falling head permeability tests with grain size analysis will be performed on the Shelby tube samples.
- ▼ Analyze the test data to develop geotechnical engineering recommendations for the project.

A qualified, professional geotechnical engineer licensed in the state of Florida will manage the project, and the results of the exploration will be presented in a report that will address the following:

- ▼ Existing site characteristics.
- ▼ Exploration, testing, and sampling methods.
- ▼ Subsurface soils encountered and soil classifications.
- ▼ Depth to groundwater or perched water at the time of drilling if encountered.
- ▼ A discussion of laboratory test results.



- ▼ A discussion of site preparation techniques and construction considerations including general comments, subgrade preparation, fill placement and compaction, drainage/dewatering recommendations, etc.
- ▼ Pond design recommendations including vertical and horizontal saturated hydraulic conductivities, estimated seasonal high groundwater levels, and fillable porosity.

#### Estimated Costs

We propose to provide the scope of services in this proposal for a lump sum of **\$3,550.00**. This proposal assumes that the boring locations are accessible to our truck mounted drilling rig, we have right of entry to the site, and that we will not experience excessive delays due to debris at borehole locations or for other reasons outside of our control. If the boring locations are not accessible to our truck mounted drilling rig, additional costs could be incurred for additional mobilizations to the site if needed, drilling with a tripod mounted drilling rig, or for clearing paths with a bulldozer. If such conditions are encountered that may cause the cost of the exploration to exceed the budget figure, we will obtain approval for the additional work before proceeding.

#### Authorization

To authorize us to proceed with this project, please complete, sign, and return a copy of the attached **Professional Services Agreement (Figure #1)** to our office. **LMJ** appreciates the opportunity to present you with this proposal, and we look forward to working with you on this project. If you have any questions or comments, please do not hesitate to call.

Sincerely,

**LARRY M. JACOBS & ASSOCIATES, INC.**

A handwritten signature in black ink that reads "Ryan D Platt". The signature is written in a cursive, slightly slanted style.

Ryan Platt, EI  
Project Manager  
Attachments



**PROFESSIONAL SERVICES AGREEMENT**

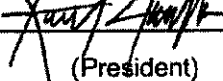
**Date** December 3, 2021  
**Project** South Avenue and Thornhill Road Pond  
**Location** The Intersection of South Avenue and Thornhill Road, Okaloosa County, Florida

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**Scope** As per attached proposal dated December 3, 2021  
**Cost** \$3,550.00.  
**Invoicing** Monthly, Payment Due upon Receipt of Invoice

LMJ looks forward to working with you on this project. The attached **Terms and Conditions** are an integral part of this agreement, and by signing below you indicate your understanding and acceptance of these conditions. To authorize our services, please fill in the box section below, sign, and return one original signature copy to our office.

**For** Larry M. Jacobs & Associates, Inc.

**Signed**  \_\_\_\_\_  
 (President)

<b>Party Responsible for Payment</b>	
Name (Title) _____	Phone ( ) _____
Company _____	
Address _____	Fax ( ) _____
City, State _____ Zip Code _____	
Signature: _____	Email _____
This Proposal is Valid for 90 Days	Date _____

Figure #1

## TERMS AND CONDITIONS

**Larry M. Jacobs & Associates, Inc. (LMJ)** its officers, stockholders, and employees, hereinafter referred to as the Geotechnical Engineer of Record (GER), shall perform the services outlined in this agreement for the stated fee agreement.

### Access to Site and Hidden Utilities

Unless otherwise stated, the GER will have access to the site for activities necessary for the performance of the services. The GER will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage. The GER shall not be responsible for damage to hidden utilities. It is the Clients' responsibility to provide the GER with the locations of said hidden utilities.

### Fee

The total fee shall be understood to be an estimate, based on an agreed upon Scope of Services, and shall not be exceeded without approval of the Client.

### Indemnification

The Client shall indemnify and hold harmless the GER and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act of omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the GER) or anyone for whose acts any of them may be liable.

### Hidden Conditions

A geotechnical condition is hidden if it is not encountered in the planned geotechnical investigation which incorporates currently accepted standards of Geotechnical Engineering. If the GER has reason to believe that such a condition may exist, the client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the GER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the GER shall not be responsible for the existing condition or any resulting damages to persons or property. The GER shall also not be responsible for the release or aggravation of any hazardous materials encountered by the geotechnical investigation.

### Risk Allocations

In recognition of the relative risks, rewards and benefits of the project to both the Client and the GER, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the GER's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of \$50,000, the amount of the GER's fee (whichever is greater) or other amount agreed upon when added under special conditions. Such causes, include, but are not limited to the GER's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

### Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay the GER for all services, rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

### Ownership Documents

All documents produced by the GER under this agreement shall remain the property of the GER and may not be used by this Client for any other endeavor without the written consent of the GER.

### Applicable Law

Unless otherwise specified, the laws of the principal place of business of the GER shall govern this agreement.

### Mediation

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and the GER agree that all disputes between them arising out of or relating to this agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

### Invoicing

Invoicing is on a monthly basis with payment due upon receipt of invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the past due balance(s). In the event any portion or all of an account remains unpaid 90 days after billing the Client agrees to pay cost of collection, including all credit bureau, collection agency, and/or reasonable attorney's fees.

### Testing and Observations

Testing and observations are discrete sampling procedures and results only represent conditions at the depths, locations, and times the tests were performed. Client understands that testing and observations are not continuous or exhaustive and are conducted to reduce, but not eliminate, project risk. Client agrees to the level and amount of testing and observations performed and the associated risk. LMJ is not responsible for damages for services not performed due to failure to request or schedule by the Client. LMJ is not responsible for the quality and completeness of Client's contractor's work or the contractor's adherence to the project documents. LMJ's services do not relieve the Client's contractor from its responsibility for complying with the contract documents or from its responsibility for any defects discovered in its work or create a warranty or guarantee.