

TASK ORDER APPROVAL FORM

CONTRACT #: C19-2747-PW

TASK ORDER #: 19

TASK ORDER AMOUNT: \$6,070.00

CONTRACT: C19-2747-PW
MOTT MACDONALD FLORIDA, LLC
General Engineering Services for Public Works
EXPIRES: 09/30/2023

OFFERED BY CONSULTANT:

Mott MacDonald Florida, LLC

FIRM'S NAME

David D. Skipper, PE

REPRESENTATIVE'S PRINTED NAME



SIGNATURE

Senior Vice President

TITLE

July 20, 2023

DATE

RECOMMENDED FOR APPROVAL
(Department Director)

Jason T. Autrey,
P.E., C.P.M.

Digitally signed by Jason T. Autrey, P.E., C.P.M.
Date: 2023.07.26 15:54:05 -05'00'

SIGNATURE

Public Works Director

TITLE

DATE

COUNTY ADMINISTRATOR (if applicable)

DATE

APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual)

DeRita Mason

Digitally signed by DeRita Mason
Date: 2023.07.27 06:18:47 -05'00'

PURCHASING MANAGER

DATE

OMB Director

DATE

CHAIRMAN (if applicable)

DATE



Mr. Scott Bitterman
County Engineer
Okaloosa County Public Works
1759 S. Ferdon Boulevard
Crestview, FL 32536

Your Reference
C14-2080-PW

Our Reference
366295

220 West Garden Street
Suite 700
Pensacola FL 32502
United States of America

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F +1 (850) 484 8199
mottmac.com/americas

RE: John King Road Wetland Task Order (Request for Additional Funds)

July 20, 2023

Dear Mr. Bitterman:

Mott MacDonald is pleased to provide additional services for wetland delineation and permitting assistance for the John King Road improvements on Crestview, Florida. Wetland Sciences Inc. (WSI) will perform the work associated with these services. The WSI scope and fee is include with this letter, The Scope of Work will continue be performed in accordance with the existing Contract #C19-2747-PW between Mott MacDonald Florida, LLC and Okaloosa County.

Sincerely,
Mott MacDonald

A handwritten signature in black ink, appearing to read 'Kevin M. Morgan'.

Kevin M. Morgan, PE
Senior Project Manager

A handwritten signature in black ink, appearing to read 'David D. Skipper'.

David D. Skipper, PE
Vice President

**Recommended for Approval:
Department Director**

Jason Autrey, PE
Public Works Director



July 12, 2023

Kevin M. Morgan, PE
Sr. Project Engineer
Mott MacDonald
220 West Garden Street, Suite 700
Pensacola FL 32502

*Re: John King Road, Crestview, Okaloosa County
Scope and Fee Proposal
WSI Reference #2023-486*

Dear Mr. Morgan,

This is a proposed *Agreement for Professional Services [AGREEMENT]* to perform a field wetland assessment and permitting assistance that will allow for the widening of John King Road and construction of a stormwater pond along John King Road in Okaloosa County, Florida. The following are proposed terms of the *AGREEMENT* to be provided by Wetland Sciences, Inc. (WSI) and Mott MacDonald (CLIENT):

I. SCOPE OF WORK

Task 1 – Field Delineation of Wetland Resources

A jurisdictional determination of all wetlands regulated under Chapter 62-340, Florida Administrative Code (State 404 and State ERP). This effort will involve members of our staff to first conduct a non-binding jurisdictional determination in which WSI staff will identify all wetland resources and provide a written narrative describing our findings. In addition, Wetland Sciences, Inc. will locate the jurisdictional lines using a Differentially Corrected Global Positioning System (DGPS), which is typically 1-3 meter accurate. This data can be overlain onto aerial photographs, imported electronically into an AutoCAD drawing of the property survey, and used to generate an AutoCAD drawing depicting the jurisdictional location within the parcel's boundaries.

Task 2 – Permitting Assistance

Task 1 and the final project design may exclude the need to obtain a state ERP and/or 404 permit. This portion of the scope will be determined once the design is finalized. The following is a summary of the State's potential role in this process.

State – 404 Permit Process

As you may know the state generally has two mechanisms to authorize impacts to wetlands that include either a noticed general permit or individual permit. The appropriate mechanism will be determined when the design is finalized, and exact wetland impacts are quantified. The State 404 permit application will need supporting documents such as project narrative & scope of work and civil site plan drawings depicting the proposed activity. It is assumed we will be provided civil site plan drawings depicting the proposed activity by Mott MacDonald.

State ERP – Northwest Florida Water Management District

The scope will may require general permit pursuant to the States Environmental Resource Permit rule, 62-330.447, F.A.C. The state ERP permit application will need supporting documents such as project narrative & scope of work and civil site plan drawings depicting the proposed activity. It is assumed we will be provided civil site plan drawings depicting the proposed activity by Mott MacDonald.

Wetland Sciences, Inc. will work with the design engineer to prepare scope of work, environmental resource permit applications, and agency negotiations leading to the issuance of said permits. Wetland Sciences, Inc. will identify impacts to regulated wetlands and listed species and if necessary, develop requisite compensatory mitigation plans (if necessary).

Wetland Sciences, Inc. will coordinate with both state and federal resource agencies and provide information necessary leading to the issuance of the requisite permits.

II. DELIVERABLES

Task 1. Wetland Sciences, Inc. will provide a map depicting the extent of wetlands within the property along with a written report detailing our findings. WSI will also provide electronic AutoCAD files that include our GPS data for the wetland location

Task 2. WSI will provide completed application forms and narrative in support of the State ERP And 404 applications. WSI will transmit the application to each agency via their respective portals.

III. SCHEDULE

WSI shall begin work upon execution of this AGREEMENT. Task 1 field work expected to take 7-14 days to complete. Inclement weather, access to the site, and other factors may affect the Schedule. WSI will attempt to communicate with CLIENT for expected completion of deliverables. Task 2 will largely depend on Mott MacDonald’s ability and timeliness to provide WSI with project drawings and the exact nature of the project. At this point, permitting timeline is speculative but normally takes between 4-6 months from cradle to grave.

IV. FEES AND EXPENSES

Task 1 Field Delineation of Wetland Resources	\$1,750.00
Task 2 Permitting Assistance	
2a. Prepare and submit State 404 and ERP permit applications	\$4,000.00
2b. Permit Application Fee	\$320.00
Total.....	\$6,070.00

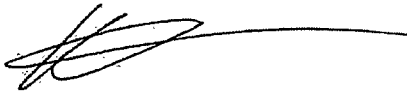
This fee estimate assumes our office will be provided civil site plan drawings and other data needed in support of the state dredge and fill permit application prepared by a civil engineer. This does not include any fees associated with surveying, and compensatory wetland mitigation (if required).

V. PAYMENT AND SERVICES

Services and expenses will be invoiced monthly on a percent complete basis in accordance with this AGREEMENT and the attached General Contract Conditions. Please note that WSI requires payment for services rendered within 15 days of invoice submittal.

If you would like us to proceed with the services described above, please sign this proposed AGREEMENT and return a signed copy to us which will serve as our *Notice to Proceed*. This proposal is valid for 30 days from the date of this letter. Should you have any questions regarding this proposal, please contact me at (850) 453-4700 or keith@wetlandsciences.com.

WETLAND SCIENCES, INC.



Keith Johnson
Senior Scientist

Signed: _____
Name (CLIENT) Date

Mailing Address (including City, State and Zip Code)

Attachment: General Contract Conditions

CONTRACT GENERAL CONDITIONS - 2023

SECTION 1 - BASIC SERVICES

1.1. GENERAL: WSI shall perform the services as described in the attached AGREEMENT and under these General Conditions for the CLIENT. As used herein the term "this Agreement" refers to the AGREEMENT to which these General Conditions are attached and to these General Conditions, as if they were part of one and the same document

SECTION 2 - ADDITIONAL SERVICES OF WSI

2.1. WSI may provide additional services as may be cited in the AGREEMENT or as agreed upon by WSI and CLIENT in writing.

SECTION 3 - CLIENT'S RESPONSIBILITIES

3.1. CLIENT shall provide all criteria and full information as to CLIENT's requirements for the PROJECT; designate a person to act with authority on CLIENT's and OWNER's behalf in respect of all aspects of the PROJECT; examine and respond promptly to WSI's submissions; and give prompt written notice to WSI whenever CLIENT observes or otherwise becomes aware of any defect in the work.

3.2. If the following services are not explicitly listed in the WSI's Agreement for Professional Services, and if this information is required for the PROJECT, the CLIENT shall do the following and pay all costs incident thereto:

a.) Furnish to WSI borings, probing and subsurface explorations, bathymetric surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning and deed restrictions; all of which WSI may rely upon in performing services hereunder.

b.) Provide such legal, accounting, independent cost estimating, and insurance counseling services as may be required for the PROJECT, any auditing service required in respect of Contractor(s).

3.3. The CLIENT shall guarantee access to and make all provisions for WSI to enter public and private property.

SECTION 4 - MISCELLANEOUS

4.1. REUSE OF DOCUMENTS: All documents including Drawings and Specifications prepared or furnished by WSI (and WSI's subconsultants) pursuant to this AGREEMENT are instruments of service in respect of the PROJECT and WSI shall retain an ownership and property interest therein whether the PROJECT is completed. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the PROJECT by CLIENT and/or others, so long as payment is made in full. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the PROJECT or on any other project.

4.2. INVOICES: Progress invoices will be submitted to the CLIENT monthly; and a final invoice will be submitted upon completion of the services. A detailed separation of charges and backup data can be provided at the CLIENT's request. However, each invoice is due within 15-days upon receipt of the

invoice. If CLIENT fails to make any payment due WSI for services and expenses within 15-days after invoice date, the amounts due WSI may be increased at the rate of 1.5% per month from said 15th day, and in addition, WSI may suspend services under this AGREEMENT until WSI has been paid in full all amounts due for services, expenses, and charges. The CLIENT's obligation to pay for the contracted work is no way dependent upon the CLIENT's ability to obtain financing, governmental approvals, or upon the successful completion of the PROJECT.

4.3. PROFESSIONAL HOURLY RATE:

Senior Scientist -	@ \$200/hour
Environmental Scientist	@ \$125/hour
Biologist	@ \$125/hour
CAD/GIS tech	@ \$85/hour
Administrative	@ \$60/hour
Reimbursable Expenses	Cost + 10%

WSI reserves the right to revise the above Schedule on an annual basis (January 1).

4.4. REIMBURSABLE EXPENSES: Actual expenses incurred by WSI or WSI's independent professional subconsultants directly or indirectly in connection with the PROJECT, such as expenses for: transportation, lodging and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); special materials and equipment unique to the PROJECT; toll telephone calls; reproduction of reports, Drawings, Specifications, Bidding Documents and similar PROJECT related items.

4.5. INSURANCE: WSI maintains Employer's Liability Insurance in conformance with state law. In addition, the WSI maintains Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury of \$1,000,000 limit each occurrence, \$1,000,000 limit aggregate and property damage of \$ 1,000,000 limit each occurrence, \$2,000,000 aggregate and professional liability insurance of \$1,000,000. Should the CLIENT require additional coverage, the WSI will secure additional coverage at the CLIENT's expense, provided such insurance is commercially available.

4.6. LIMITS OF LIABILITY: In recognition of relative risks and benefits of the PROJECT to both parties, the risk have been allocated such that the CLIENT agrees to the fullest extent permitted by law to limit the liability of the WSI and subconsultants to the CLIENT for any and all claims. Losses, costs, damages of any nature or claims, expenses from any cause or causes so that the total aggregate liability of Wetland Sciences, Inc. to the CLIENT shall not the limits of the WSI's insurance coverage contained in Section 4.5. It is intended that this limitation apply to any and all liability or cause of action (not limited to negligence, errors or omissions, strict liability, breach of contract or warranty) however alleged or arising unless prohibited by law.

4.7. INDEMNIFICATION: WSI agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the WSI's negligent performance of professional services under this AGREEMENT and that of their subconsultants or anyone for whom the WSI is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the WSI, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CLIENT's negligent acts in connection with the PROJECT and the acts of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable.

Neither the CLIENT nor the WSI shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

4.8. PERSONAL LIABILITY: In NO event shall the CLIENT's, officers, employees, subconsultants, or agents of Wetland Sciences, Inc. be personally liable for any damages, claims or causes arising out of, or allegedly arising out of performance of services under this contract. Such damages, claims and/or causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract, punitive damages, penalties, consequential damages, indirect or incidental damages.

4.9. SUCCESSORS AND ASSIGNS:

4.9.1. CLIENT and WSI each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and WSI (and to the extent permitted by paragraph 4.10.2. the assigns of CLIENT and WSI) are hereby bound to the other party to this AGREEMENT and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this AGREEMENT.

4.9.2. Neither CLIENT nor WSI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due, this AGREEMENT without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent WSI from employing such independent professional subconsultants as WSI may deem appropriate to assist in the performance of services hereunder.

4.9.3. Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than CLIENT and WSI, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of CLIENT and WSI and not for the benefit of any other party.

4.9.4. This AGREEMENT is between the CLIENT and WSI, and unless specifically stated and agreed to in writing by both parties, a third-party administrator or project manager acting as the CLIENT's representative will not be allowed.

4.10. TERMINATION: The obligation to provide further services under this AGREEMENT may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, WSI will be paid for all services rendered to the date of termination, all Reimbursable Expenses and termination expenses.

4.11. PERMITTING: WSI can make no guarantee as to the obtainment or timing of permits or approvals. Our interpretation of the rules and laws governing this PROJECT are based on our experience as WSIs. Any conclusions or representation of these rules and laws should be confirmed by the CLIENT's legal counsel.

4.12. CONTROLLING LAW: This AGREEMENT is to be governed by the law of the principal place of business of WSI which is Escambia County, Florida or otherwise mutually agreed upon.

END OF CONTRACT GENERAL CONDITIONS
