

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/19/2023

Contract/Lease Control #: C19-2837-PW

Procurement#: PW 01-19

Contract/Lease Type: CONTRACT

Award To/Lessee: MOTT MACDONALD FLORIDA, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/20/2019

Expiration Date: 08/19/2024

Description of: CONSTRUCTION, ENGINEERING & INSPECTION SVS FOR PJ
ADAMS PARKWAY WIDENING

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



CONTRACT: C19-2837-PW
Mott MacDonald Florida, LLC.
Construction Engineering & Inspection Svs PJ Adams
EXPIRES:08/19/2024

SECOND AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA
COUNTY, FLORIDA AND
MOTT MACDONALD FLORIDA, LLC
CONTRACT NO. C19-2837-PW

This Second Amendment to the Agreement between Okaloosa County, a political subdivision of the state of Florida (the "County"), and Mott MacDonald Florida, LLC, (the "Consultant") executed this 17th day of October, 2023, is made a part of the original Agreement dated August 20, 2019, Contract No. C19-2837-PW (the "original Agreement") and its First Amendment dated June 15, 2021, incorporated herein by reference. The County and Consultant hereby agree as follows:

1. **OPTION TO EXTEND.** The parties hereby wish to exercise their option to extend the Agreement for an additional one (1) year term in accordance with Section 5 of the original Agreement and Item 3 of the First Amendment.
2. **EFFECTIVE DATE OF EXTENDED TERM.** The Effective Date of this Amendment shall commence August 20, 2023 and shall expire no later than August 19, 2024 however, if the construction or any outstanding claims are incomplete as of this date, the term may be extended by mutual consent of both parties. The extended term is not to exceed six (6) months following final payment to contractor or resolution of any outstanding claims.
3. **INDEMNIFICATION.** Article 4.02.A of the Agreement is amended as follows:
 - 4.02.A To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the Okaloosa Board of County Commissioners, the Florida Department of Transportation, and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Consultant and other persons employed or utilized by Consultant in the performance of this Contract. In addition, Consultant and any subconsultant shall indemnify, defend, save and hold harmless Triumph Gulf Coast, Inc., a Florida not-for-profit corporation, Grantee, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the Consultant or any subconsultant and its officers, agents or employees.
4. **AUDIT.** Article 8.08.A of the Agreement is amended as follows:
 - 8.08.A The Owner and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Consultant with the terms, conditions, obligations, limitations, restrictions and requirements of this Contract and such right shall extend for a period of ~~five~~ eight (8) years after the termination of the Contract.
5. **RECORDS.** Article 8.23.A of the Agreement is amended as follows:



- 8.23.A Records of time based and reimbursable expense costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Owner at all times during the period of this Agreement and for ~~seven~~ eight (7) (8) years after final payment is made. Copies of these documents and records shall be furnished to the Owner upon request. Records of costs incurred include the Consultant's general accounting records, the project records, together with supporting documents and records, of all subconsultants performing work on the project, and all other records of the Consultant and subconsultants and/or contractors considered necessary by the Owner or state or federal agency for a proper audit of costs.
6. **COMPENSATION FOR SERVICES.** Compensation for this renewal term of the Agreement under B.3.01.A.1 (CEI Services) and under B.3.01.A.2 (Material Testing) shall be increased by \$640,000.00 and \$20,000.00, respectively, bringing the revised Total Estimated Compensation under this Contract to \$3,189,500.00.
7. **HOURLY RATE ADJUSTMENTS.** For this renewal term, the fully loaded hourly rates for the following classifications from Exhibit B, Table 1 of the Agreement shall be:

Staff Classification	Fully Loaded Hour Rate
CEI Senior Project Engineer	\$224.29
CEI Project Administrator/Project Engineer	\$125.37
CEI Contract Support Specialist	\$125.37
CEI Senior Inspector	\$99.99
CEI Inspector	\$84.21
CEI Resident Compliance Specialist	\$84.37

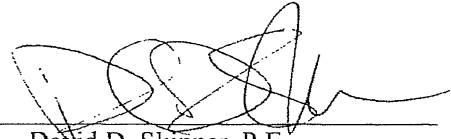
Note: The above revised rates will go into effect beginning the first pay period following the effective date of this Amendment. The above adjusted rates shall be valid for a period of two (2) years from the effective date of this Amendment.

8. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated August 20, 2019 and any amendments thereto, shall remain in full force and effect.
9. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.




IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

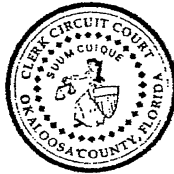
MOTT MACDONALD FLORIDA, LLC

BY: 
David D. Skipper, P.E.
Senior Vice President

OKALOOSA COUNTY, FLORIDA

ATTEST: 
J.D. Peacock II, Clerk of Courts

BY: 
Robert A. "Trey" Goodwin, III, Chairman





BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE: October 17, 2023
TO: Honorable Chairman and Distinguished Members of the Board
FROM: Jason Autrey
SUBJECT: Amendment 2 to Contract for CEI services for PJ Adams Widening
DEPARTMENT: Public Works
BCC DISTRICT: 3

STATEMENT OF ISSUE: Request approval of Amendment 2 to contract C19-2837-PW with Mott MacDonald Florida, LLC, extending time and updating rates.

BACKGROUND & ANALYSIS: On August 20, 2019 the County entered into an agreement (C19-2837-PW) with Mott MacDonald Florida, LLC, for Construction Engineering and Inspection (CEI) services for the PJ Adams Parkway Widening Project. On June 15, 2021 the County amended the agreement to add the scope of Phase IV. The construction of the PJ Adams Parkway Widening project continues and is estimated to be complete in the first quarter of 2024.

The terms of the contract are such that, upon mutual consent of both parties, the contract term may be extended to coincide with the construction contract and also include time for resolution of final costs and any final claims. This amendment extends the contract through August 19, 2024 and also adjusts the billing rates in accordance with Florida Department of Transportation and Federal Highway Administration procedures. The total estimated compensation of this amendment is \$660,000 and brings the total contract amount to \$3,189,500. This amendment has been reviewed and approved by Triumph Gulf Coast as being a component of the cost of the Southwest Crestview Bypass. Funds are available within the existing project and grant budgets.

Funding Source:

Department # 732040

Account # 563159 (ST000009)

Department # 3219

Account # 563159 (ST000009)

OPTIONS: Approve/Deny

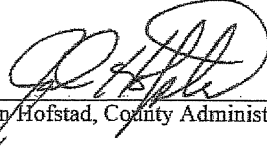
RECOMMENDATION: Motion to approve Amendment 2 to contract C19-2837-PW with Mott MacDonald LLC., for CEI Services for the PJ Adams Parkway Widening Project, adjusting contract time and adding \$660,000.00 for a total updated contract amount of \$3,189,500.00.

RECOMMENDED BY:


Jason Autrey, Director, Public Works

10/10/2023

APPROVED BY:



John Hofstad, County Administrator 10/11/2023

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: <u>C19-2837-PW</u>	Tracking Number: <u>4987-23</u>
Procurement/Contractor/Lessee Name: <u>Moti MacDonald</u>	Grant Funded: YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/>
Purpose: <u>2nd amendment</u>	
Date/Term: _____	1. <input checked="" type="checkbox"/> GREATER THAN \$100,000
Department #: <u>3219 1563001</u>	2. <input type="checkbox"/> GREATER THAN \$50,000
Account #: <u>732040/1563159</u>	3. <input type="checkbox"/> \$50,000 OR LESS
Amount: <u>Revised total 3,269,500.00</u>	
Department: <u>PW</u>	Dept. Monitor Name: <u>Aug</u>

Purchasing Review

Procurement or Contract/Lease requirements are met: <u>Quota Met</u>	Date: <u>7-6-23</u>
Purchasing Manager or designee: _____	DeRita Mason, Erin Poole, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: <u>see email attached</u>	Grant Name: _____
Grants Coordinator: _____	Date: <u>7-11-23</u>
Suzanne Ulloa	

Risk Management Review

Approved as written: <u>see email attached</u>	Date: <u>7-6-23</u>
Risk Manager or designee: _____	Lydia Garcia

County Attorney Review

Approved as written: <u>see email attached</u>	Date: <u>7-6-23</u>
County Attorney: _____	Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____	Date: _____
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IT Review (if applicable)

Approved as written: _____	Date: _____
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DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Thursday, July 6, 2023 8:27 AM
To: DeRita Mason; Lynn Hoshihara
Cc: Odessa Cooper-Pool; Jacqueline Matichuk
Subject: RE: Mott MacDonald amendment

Good morning:

The amendment is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson P.A.**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, July 6, 2023 7:16 AM
To: lhoshihara@myokaloosa.com
Cc: Parsons, Kerry <KParsons@ngn-tally.com>; Odessa Cooper-Pool <ocooperpool@myokaloosa.com>; Jacqueline Matichuk <jmatichuk@myokaloosa.com>
Subject: FW: Mott MacDonald amendment

Good morning,
Please review and approve the attached.
Thank you,

DeRita Mason



DeRita Mason, CPPO, CPPB, NIGP-CPP
Purchasing Manager

DeRita Mason

From: Odessa Cooper-Pool
Sent: Thursday, July 6, 2023 11:34 AM
To: DeRita Mason; Lynn Hoshihara
Cc: 'Parsons, Kerry'; Jacqueline Matichuk
Subject: RE: Mott MacDonald amendment
Attachments: 2nd amendment and renewal to C19-2837-PW.docx; 2nd amendment exhibit b 19-2837.pdf; General Services Insurance Requirements For Professional Liability.docx

Hello DeRita,

With the newest revision of insurance verbiage, the attached 2nd amendment for Mott MacDonald has been reviewed and is approved by Risk Management for insurance purposes with this letter in place.

Thank you,

Odessa Cooper-Pool
Public Records & Contracts Specialist
Okaloosa County BCC
302 N. Wilson Street
Crestview, FL 32536
Office: 1-850-689-4111



"And, when you want something, all the universe conspires in helping you to achieve it."— **Paulo Coelho**, *The Alchemist*

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, July 6, 2023 11:06 AM
To: Odessa Cooper-Pool <ocooperpool@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: 'Parsons, Kerry' <KParsons@ngn-tally.com>; Jacqueline Matichuk <jmatichuk@myokaloosa.com>
Subject: RE: Mott MacDonald amendment

Yes, will do. Is it approved with these changes?

DeRita Mason

DeRita Mason

From: Suzanne Ulloa
Sent: Monday, July 10, 2023 4:14 PM
To: DeRita Mason
Subject: RE: Mott MacDonald amendment
Attachments: 2nd amendment and renewal to C19-2837-PW.docx

DeRita

- 1) This amendment is approved with the below outlined minor additions / corrections in red. I usually add these where applicable in the bid, I'm unsure how to best make these additions to this short Amendment document.
- 2) It then needs to go to Jane for review and approval by Triumph, as required on page 8 of the cited paragraph from the grant agreement below. Please copy me so I can see how you made these additions for next time.

From page 9 of the grant this indemnification language must be added verbatim to the contract:

The contractor, and any subcontractor(s), consultant(s) or subconsultant(s) shall indemnify, defend, save and hold harmless Triumph Gulf Coast, Inc., a Florida not-for-profit corporation, Grantee, a public body corporate, and all of its officers, directors, agents and employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, any subcontractor(s) or consultant(s) and its officers, agents or employees.

From pages 11 and 12 of the grant agreement (looks like we need to re-state the records retention requirement **increasing to 8 years for this contract)**

Per Kerry Parsons (as we discovered with ARPA agreements) if the grant agreement states a certain retention period for records, our contracts/bids should as well.

7.1 Establishment and Maintenance of Accounting Records. Grantee shall establish separate accounts to be maintained within its existing accounting system or establish independent accounts with respect to the Project, including, but not limited to, if applicable, payroll ledgers, state and federal payroll returns, and job descriptions, with respect to personnel used in connection with the Matching Funds. Such accounts are referred to herein collectively as the "Project account." Records of costs incurred under terms of this Agreement shall be maintained in the Project account and made available upon request to Triumph at all times during the period of this Agreement and for eight (8) years after final payment of the Grant is made. Copies of these documents and records shall be made available to Triumph upon request. Records of costs incurred include Grantee's general accounting records and the Project records, together with supporting documents and records, of Grantee and all consultants performing work on the Project and all other records of Grantee and consultants considered necessary by Triumph for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the eight (8) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Proposed Amendment Language, include the original language in black and my addition in red:

26. AUDIT

If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through seven (7) eight (8) years after the expiration of contract.

Generally this Amendment (increasing the value of the contract in excess of \$250,000) must be approved by Triumph per the grant agreement

From page 8 of the grant agreement

5.7 Contracts. Triumph shall have the right to review and approve any contracts ("Contracts") (including bid process and bid documents and the CMAR, Design-Build contract, or Design-Bid-Build contract) in excess of \$250,000 that will be paid for, in whole or part, with Grant funds. Triumph shall have fifteen (15) days from receipt thereof to approve or disapprove such Contracts. Triumph's failure to approve or disapprove a Contract within said fifteen (15) days shall be deemed approval. The parties acknowledge that, as a result of the time parameters required for the Project, Grantee has already entered into various consultant Contracts to provide preliminary services as to the Project. In addition, any proposed amendments or change orders to previously approved Contracts in excess of \$250,000 must be approved by Triumph before Grantee executes or obligates itself in any manner thereunder. Triumph shall have fifteen (15) days from receipt of a proposed amendment, or change order to notify Grantee of its approval or disapproval of such amendment, or change order. If Triumph fails to approve or disapprove of an amendment or change order within such fifteen (15) day period, the subject amendment or change order shall be deemed approved. Triumph also reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of same.

Thank you,

Suzanne Ulloa

Purchasing & Grants Coordinator
Okaloosa County
Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: (850) 689-5960
DIRECT EXT. 6971



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From: DeRita Mason <dmason@myokaloosa.com>

Sent: Thursday, July 6, 2023 6:18 AM

To: Suzanne Ulloa <sulloa@myokaloosa.com>

Subject: FW: Mott MacDonald amendment

The referenced uses triumph funds. It is an amendment for a renewal of the original agreement.

Jane approved the original agreement.

Thank you,

DeRita Mason