

# TASK ORDER APPROVAL FORM

CONTRACT #: C19-2747-PW

TASK ORDER #: 17

TASK ORDER AMOUNT: \$ 236,407

CONTRACT: C19-2747-PW  
Mott MacDonald Florida, Inc.  
General Engineering Services for Pubic 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

06/02/2023

DATE

## RECOMMENDED FOR APPROVAL (Department Director)

Jason T. Autrey, P.E., Digitally signed by Jason T. Autrey, P.E., C.P.M.  
C.P.M. Date: 2023.06.08 11:31:08 -05'00'

SIGNATURE

Public Works Director

TITLE

06.08.2023

DATE

## APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual) Table 1

DeRita Mason Digitally signed by DeRita Mason  
Date: 2023.06.08 12:09:15 -05'00'

PURCHASING MANAGER

06.08.2023

DATE

Faye Douglas Digitally signed by Faye Douglas  
Date: 2023.06.08 14:45:41 -05'00'

OMB DIRECTOR

06.08.2023

DATE

John Hofstad Digitally signed by John Hofstad  
Date: 2023.06.14 09:22:56 -05'00'

COUNTY ADMINISTRATOR (if applicable)

DATE



CHAIRMAN (if applicable)  
**Robert A. "Trey" Goodwin III**

DATE

**JUN 20 2023**





## Okaloosa County General Engineering Services for Public Works

Task Order Proposal for Contract C19-2747-PW

Submitted to  
Scott Bitterman, PE  
County Engineer

Okaloosa County  
1759 S Ferdon Blvd  
Crestview, FL 32536

Project  
Design Services for Drainage  
Improvements Lloyd Street  
Project Number  
502100027-017

Ricky Branton, PE  
Project Principal

Mott MacDonald  
220 W Garden Street  
Suite 700  
Pensacola, FL 32502  
[ricky.branton@mottmac.com](mailto:ricky.branton@mottmac.com)

## Professional Engineering Services Proposal

Mr. Bitterman,

Mott MacDonald is pleased to provide this supplemental Task Order proposal for professional engineering services related to the drainage improvements on Lloyd Street and surrounding areas in Fort Walton Beach. The basin and adjacent areas were studied conceptually by Mott MacDonald from mid-2017 to mid-2019 and the County to identify possible mitigation strategies to improve drainage conditions. Survey was performed by the County and SUE information, along with video inspections was collected on pipe systems along the planned route. A 30% conceptual /preliminary plan set depicting the planned improvements were developed/reviewed and value engineered jointly by Mott MacDonald and the County.

The project was included in a request funding assistance via the Restore Act for the design phase of the improvements. The County desires to advance design and permitting for the project with Restore Act funding to utilize local Surtax funds for construction.

These proposed additional services for geotechnical investigation; coordination; engineering design services (60%, 90%, and final construction documents); and permitting assistance will be supplemental to the original project for Lloyd Street concept design (Contract C14-2080-PW, Task Order 9).

The project as planned will include the following improvements as presented in the conceptual 30% plans:

- Adding a pipe outfall starting near Clifford Street, crossing Lloyd Street eastward to Navy Street along an existing drainage easement.
- Extending the pipe outfall then southward along and within the Navy Street right of way to the intersection at Mayflower Avenue.
- Extending the pipe outfall then eastward along and within the Mayflower Avenue right of way, generally parallel and separate from the existing drainage system to the intersection at Priscilla Street.
- Extending the pipe outfall then southward along and within the Priscilla Street right of way, generally parallel and separate from the existing drainage system to a drainage easement that connects to Lang Road.
- Extending the pipe outfall then westward along easement and Lang Road to the drainage easement to Cinco Bayou.
- Extending the pipe outfall then southward along easement from Lang Road along the drainage easement and parallel to existing pipe outfall to Cinco Bayou.
- Adding a treatment system such as a hydrodynamic separator prior to discharge to allow permitting by WMD/FDEP.
- Roadway milling and resurfacing/ reconstruction, curb and gutter segments, drainage, and signing and pavement markings on all affected roadways to facilitate the pipe installation.

## **Scope of Services**

The project survey was obtained by the Okaloosa County Survey Department and will be used for design. Additional updated survey at the outfall and along the proposed pipe alignment will be requested as design progresses. This scope excludes tasks for legal sketches and descriptions and for temporary construction easement coordination with property owners.

### **Task 1 – Geotechnical Investigation and Report**

Mott MacDonald will subcontract for geotechnical investigation services to Larry M Jacobs and Associates to collect data within the expanded project limits. A geotechnical engineering evaluation and report will be completed to identify soil characteristics and inform design requirements for stormwater pipe, structures, and fill.

- The base scope of services includes 10 SPT borings along the proposed pipe alignment
- Optional Service 1 includes a specialized water boring at the outfall
- Optional Service 2 includes existing pavement cores and analysis at five locations

Deliverable: Geotechnical Report

### **Task 2 – Design and Construction Plans**

Mott MacDonald completed 30% analysis of alternatives for an improved stormwater system from Lloyd Street to the Lang Road outfall. Based on results of the alternatives analysis and video pipe inspection, the selected design approach includes construction of new pipe from Mayflower Avenue to the outfall in parallel to the existing pipe that will remain. Select locations within the existing drainage system requiring maintenance will be noted and coordinated within Mott MacDonald's plans. Improvements will be designed in accordance with the Okaloosa County Land Development Code; storm drains will be designed to convey flow with a 10-year design frequency (Rational Method for hydrologic calculations per Land Development Code). Additionally, the system will be evaluated for a storm frequency is a 25-yr, 24-hr storm to determine required upgrades that should be included in the plans.

Structural analysis and design of existing/new outfall headwall activities include a site visit by structural engineer(s) to document and observe the condition of the existing headwall. Based on observations and analysis, it will be determined to retrofit the existing wall for the new parallel pipe or to replace with a new concrete or sheet pile headwall to accommodate both the existing and new pipes.

Mott MacDonald will prepare 60% construction plans for County, permit agency, and utility owner review. Stakeholder input will then be incorporated into a 90% construction plan set for review, followed by submittal of signed and sealed construction documents incorporating the 90% phase revisions.

Each submittal will include plans and an opinion of probable construction cost. The final signed and sealed submittal will also include construction specifications. Construction plans will include sheets for existing conditions/demolition, proposed layout plan/profile, clearing and grubbing limits for outfalls, cross sections, erosion/sediment control, traffic control and outfall construction.

Final plans for stormwater pollution prevention will be the responsibility of the contractor. One exception is that Mott MacDonald will prepare special construction details at the Lang Road outfall for contractor reference.

Utility Conflict structures for impacts to existing utility lines that are to remain and be protected in place and not relocated will be designed and included in the plans as needed. These efforts will be on an hourly basis and not part of the lumps sum design efforts. It is assumed for purposes of budgeting that 4 of these will be required for the project.

Deliverables: Construction plans and opinion of probable cost (60%, 90%, 100% signed and sealed); construction specifications (90%, 100% signed and sealed)

### **Task 3 – Permitting**

Mott MacDonald will prepare stormwater and environmental permit applications for the project and submit at the 90% deliverable phase. Coordination with permitting agencies (FDEP/NWFWMD, USACE) will include pre-application meetings, document preparation, application submittal, and correspondence throughout the review process. Okaloosa County will be responsible for permitting fees; Mott MacDonald will provide fee and payment details as available.

Deliverables: Permitting documentation

### **Task 4 – Coordination and Management**

The following activities are required to ensure open communication and ultimately streamline Tasks 1 and 2. In addition, limited bid phase support will be provided through project completion. Mott MacDonald will prepare and distribute meeting notes as applicable for each coordination event.

#### **1. Design Meetings and Coordination**

- Meetings following County review of Task 2 – 60% and 90% deliverables
- Site visit and correspondence as required for clarifications

#### **2. Utility Owner Meetings and Coordination**

- Meetings following review of Task 2 – 60% and 90% deliverables
- Development of utility conflict matrix
- Site visit and correspondence as required for clarifications

#### **3. Public Involvement Exhibits and Field Review**

- Field review to evaluate any site changes since the original County survey
- Development of one set of 11" x 17" aerial exhibits denoting the limits of construction, proposed improvements, tree impacts, and other property impacts
- Deliverables: Field review, aerial exhibits, and meeting with County
- Exclusions: Coordination of easements or right-of-way impacts; legal sketches and descriptions; public meeting coordination

### **Task 5 – SUE Test Holes**

The following activities are as provided by Southeastern Survey and Mapping:

- Coordinate Sunshine 811 and utility locates to include supplemental calls to each locator to expedite the field marking of each subsurface utility as required by law.

- Expose the subject utilities by using non - destructive vacuum excavation methods at thirty (30) at locations to be determined or as marked by client in the field.
- Confirm/determine the vertical and horizontal position of the subject utilities and record the information, using the locate marks provided by the utility owners and/or their representatives unless otherwise specifically requested by client.
- Any asphalt/concrete removed will be repaired using like materials.
- Tie each test hole location to a minimum of three visible physical features to enable this data to be added to your base map and enable future recovery.
- Deliverables: The final product will be test hole reports/sketches of the project area and an electric AutoCAD file reflecting all pertinent data for use on the project.

#### Optional Services

- Provide Survey location of all field designation marks and Test Holes in State Plane Coordinates, Florida North (0903).
- Provide electronic AutoCAD database of all Survey information.
- Provide Project Management for all Utility and Survey activities.

#### **Task Management**

- General coordination and administration activities related to task order delivery

Deliverables: Meeting preparation/participation/follow-up as noted (5); site visits (4); public involvement exhibits and field review

#### Project Deliverables

- Construction Documents – Plans (60%, 90%, Final) and Specifications (90% and Final) 1 electronic (pdf), 3 hard copies to Public Works, and 1 electronic copy (pdf) to affected utilities. Utility agencies will be included in the e-mail for submittals for reviews.
- Drainage Calculations and Report
- Opinion of Probable Construction Cost (60%, 90%, Final)
- Report of Geotechnical Exploration
- SUE test hole results
- Permit Coordination and Documentation
- Meetings
  - Design/Review Meetings (3)
  - Stakeholder/Agency Meetings (4)

#### Anticipated Schedule

It is anticipated that the project data collection and design will be completed within the following timeframe:

- Geotech Data Collection: 60 working days after NTP
- 60% Design/Plans: 60 working days after Data Collection completion
- 90% Design/Plans: 60 working days after 60% submittal County review period
- Final Plans: 20 working days after 90% submittal County review period

## Compensation

---

We propose a lump sum fee of \$236,407 for the services and deliverables described herein.

The fee outlined above includes \$14,176 for Utility Conflicts that will be on an NTE hourly basis as outlined in the Task 2 description.

Optional Services for Survey locates of SUE test holes are included but not part of the fee outlined above.

## Proposal Conditions and Assumptions

---

The following items are excluded from the scope of work:

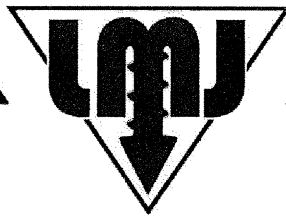
- Tree survey
- Subsurface utility exploration
- Property acquisition support
- Permit fees
- Bid and construction phase services
- Construction engineering inspection (CEI)
- Additional services not outlined in the scope

\*OPCC Note: Mott MacDonald does not guarantee that proposals, bids, or actual costs will not vary from the prepared opinion of probable construction cost. Mott MacDonald does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions. Therefore, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, have been made on the basis of Mott MacDonald's experience and represent the judgment of experienced and qualified professionals, familiar with the industry.

In addition, some work included in the opinion of probable construction costs and schedule may include material or products from areas impacted by the supply chain issues, natural disasters, or war/conflict. In addition, actions by Governments or Local Authorities resulting in labor disruptions in order to reduce the effects of a pandemic may occur while this project is under construction. The opinion of probable construction costs and schedule do not account for and specifically exclude any cost increases, disruptions or delays to the procurement or supply of such materials, or work disruptions caused by the current coronavirus or COVID-19 outbreak, natural disasters, or war/conflict.

Accepted By: Jason T. Autrey, P.E., C.P.M. Digitally signed by Jason T. Autrey, P.E., C.P.M.  
Date: 2023.06.08 11:30:41 -0500' Date: \_\_\_\_\_

Printed: Jason Autry, PE  
Public Works Director



May 8, 2020

Mr. Neil Tucker, PE  
Mott Mac  
Via email: Neil.tucker@mottmac.com

**Subject: Geotechnical Exploration Proposal  
Lloyd Street Drainage Project  
Fort Walton Beach, Florida**

Dear Mr. Tucker:

**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 in Fort Walton Beach, Florida. The project consists of the installation of a large diameter stormwater pipe along Lloyd Street, Navy Street South, Mayflower Ave., Priscilla Drive and Lang Road to an existing outfall with a concrete headwall at the bayou. Reportedly, the proposed section of new pipe is roughly 4,300 feet long. Reportedly, several roadway crossings are planned by the cut and cover method. We understand the proposed stormwater pipe will be placed next to the existing roadways and the pipe invert will be about 12-18 feet below existing grade. Reportedly, the existing headwall at the outfall will likely be replaced. We understand that the existing headwall location may only be accessible by boat due to steep slopes, a narrow easement and very thick vegetation. If this information changes or is incorrect, our office should be notified, and changes to this proposal may be needed.

### **Proposed Scope of Services**

The following 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 Sunshine Network. Non-registered or private utilities are the responsibility of the client to clear. Utilities in the water will take 10 days to clear, and we have assumed a FDEP/COE permit will not be needed for the water work.
- ▼ Obtain City of Fort Walton Beach right-of-way permit. We have assumed permit fees would be waived.
- ▼ Mobilize a truck-mounted drill rig and drill team to the site.
- ▼ Drill ten Standard Penetration Test (SPT) borings to a depth of 25 feet along the proposed stormwater pipe route. We plan about one boring per 500 feet of pipe, and Google Earth pictures generally indicate enough room to drill on the side of the road on the main streets without blocking traffic.
- ▼ Mobilize a pontoon mounted drill rig and crew to the site.
- ▼ On the pontoon boat, drill one Standard Penetration Test (SPT) boring to a depth of 40-45 feet below the water line near the headwall location. Should the headwall location be



accessible to tripod mounted drill rig with clearing efforts, the tripod mounted drill rig would be used instead at reduced cost. It would be helpful if the city could clear the easement to allow LMJ to better evaluate the accessibility.

- ▼ As requested, core the asphalt pavement in the roadways along the proposed pipe route at five locations and drill a hand auger boring at each location to depth of five feet.
- ▼ Provide appropriate Maintenance of Traffic (MOT) during coring operations. We have assumed that two flagmen and signs will be needed to close one lane for coring operations for one day. Depending upon traffic conditions, we may need to reduce the number of core locations to limit our operations to one day.
- ▼ Perform a visual classification of the soil samples obtained during our exploration and laboratory testing. Laboratory testing will include basic properties testing on the split spoon samples such as wash #200 sieve and moisture content to evaluate and document basic properties for our analysis.
- ▼ Analyze the field and laboratory data to provide recommendations for the project.

A 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 at the time of drilling, if encountered.
- ▼ A discussion of laboratory test results.
- ▼ Recommendations for the installation of utilities including bedding, the suitability of soils for backfilling, soil compaction and dewatering, as necessary.
- ▼ Recommendations for headwall construction, including dewatering, allowable bearing capacity for concrete structures if needed, and engineering soil properties for design of a sheet pile wall.
- ▼ If the pavement cores are done, provide pavement thickness and soil types at the core locations.

### **Estimated Costs**

We propose to provide the base scope of services in this proposal for an estimated total of **\$8,790.00**. The water boring at the headwall has an estimated cost of **\$5,420.00**, and the asphalt cores and hand augers in the roadways are estimated to cost **\$4,215.00**. For a detailed cost breakdown, please see the attached **Figures #1-3**. This proposal assumes that boring locations are accessible to our drill rigs and pontoon boat, 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 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.



Figure #1

## Cost Breakdown



Client: Mott Mac  
Project: Lloyd Street Drainage

<b>Drilling/Field Services</b>		Unit Fee	Est. Qty.	Est. Cost
Mobilization	0-25 Mi	\$395 Ea		
	26-75 Mi	\$475 Ea		
	76-125 Mi	\$550 Ea	1	550.00
Standard Penetration Test Borings <b>10 @ 25 ft</b>	0-40 Ft	\$14 Ft	250	3,500.00
	41-80 Ft	\$16 Ft		
	81-100 Ft	\$20 Ft		
Per Diem, 2 man crew		\$250 Ea		
Difficult Moving Time (Clearing, Matting, Hand Carry, Etc.)		\$175 Hr		
Obtain Undisturbed/Shelby Tube Sample		\$125 Ea		
Senior Engineering Technician		\$70 Hr	15	1,050.00
Engineering Technician Mileage		\$0.6 Mi		
<b>Drilling/Field Total</b>				<b>\$5,100.00</b>

### Laboratory Testing Services

Water Content		\$20 Ea	12	240.00
Sieve Analysis		\$100 Ea		
Wash #200 Sieve		\$50 Ea	12	600.00
Atterberg Limits (Inc. Moisture Content)		\$100 Ea		
Permeability & Sieve (Inc. Unit Weight, Moisture & Porosity)		\$175 Ea		
Organic Content		\$80 Ea		
Basic Properties Testing Allowance		Lump Sum		
<b>Laboratory Testing Total</b>				<b>\$840.00</b>

### Engineering Services

Senior Principal Geotechnical Engineer		\$170 Hr		
Principal Geotechnical Engineer		\$150 Hr	3	450.00
Senior Geotechnical Engineer		\$130 Hr		
Project Engineer		\$115 Hr		
Project Manager		\$105 Hr	20	2,100.00
CAD Technician		\$60 Hr	5	300.00
<b>Engineering Total</b>				<b>\$2,850.00</b>

**Total Estimated Cost** \$8,790.00

Figure #2

**Cost Breakdown**



Client: Mott Mac  
 Project: Lloyd Street Drainage Outfall

<b>Drilling/Field Services</b>		Unit Fee	Est. Qty.	Est. Cost
Mobilization	0-25 Mi	\$395 Ea		
	26-75 Mi	\$475 Ea		
	76-125 Mi	\$550 Ea		
Standard Penetration Test Borings	0-40 Ft	\$14 Ft		
	41-80 Ft	\$16 Ft		
	81-100 Ft	\$20 Ft		
Mobilization of Waterborne Drilling Platform	\$1,350 Ea	1	1,350.00	
Waterborne Drilling Platform Rental	\$1,050 Day	1	1,050.00	
Waterborne Drill Crew 1 @40-45 ft	\$1,500 Day	1	1,500.00	
FDEP/COE Permit	\$800 Ea			
Per Diem, 2 man crew	\$250 Ea			
Difficult Moving Time (Clearing, Matting, Hand Carry, Etc.)	\$175 Hr			
Obtain Undisturbed/Shelby Tube Sample	\$125 Ea			
Engineering Technician	\$53 Hr			
Engineering Technician Mileage	\$0.6 Mi			
<b>Drilling/Field Total</b>			<b>\$3,900.00</b>	

**Laboratory Testing Services**

Water Content	\$20 Ea		
Sieve Analysis	\$100 Ea		
Wash #200 Sieve	\$50 Ea		
Atterberg Limits (Inc. Moisture Content)	\$100 Ea		
Permeability & Sieve (Inc. Unit Weight, Moisture & Porosity)	\$175 Ea		
Organic Content	\$80 Ea		
Basic Properties Testing Allowance	Lump Sum		200.00
<b>Laboratory Testing Total</b>			<b>\$200.00</b>

**Engineering Services**

Senior Principal Geotechnical Engineer	\$170 Hr		
Principal Geotechnical Engineer	\$150 Hr		
Senior Geotechnical Engineer	\$130 Hr		
Project Engineer	\$115 Hr		
Project Manager	\$105 Hr	12	1,260.00
CAD Technician	\$60 Hr	1	60.00
<b>Engineering Total</b>			<b>\$1,320.00</b>

**Total Estimated Cost** **\$5,420.00**

Figure #3

**Cost Breakdown**



Client: Mott Mac  
 Project: Lloyd Street Drainage Pavement Cores

<b>Drilling/Field Services</b>			Unit Fee	Est. Qty.	Est. Cost
Mobilization	0-25 Mi		\$395 Ea		
	26-75 Mi		\$475 Ea		
	76-125 Mi		\$550 Ea		
Hand Auger Borings	5 @ 5 ft	0-10 Ft	\$13 Ft	25	325.00
MOT	two flagmen and signs		\$1,900 Day	1	1,900.00
Asphalt Coring & Mob of Coring Machine			\$150 Hr	8	1,200.00
Difficult Moving Time (Clearing, Matting, Hand Carry, Etc.)			\$175 Hr		
Obtain Undisturbed/Shelby Tube Sample			\$125 Ea		
Senior Engineering Technician			\$70 Hr	3	210.00
Engineering Technician Mileage			\$0.6 Mi		
<b>Drilling/Field Total</b>					<b>\$3,635.00</b>

**Laboratory Testing Services**

Water Content			\$20 Ea		
Sieve Analysis			\$100 Ea		
Wash #200 Sieve			\$50 Ea		
Atterberg Limits (Inc. Moisture Content)			\$100 Ea		
Permeability & Sieve (Inc. Unit Weight, Moisture & Porosity)			\$175 Ea		
Organic Content			\$80 Ea		
Basic Properties Testing Allowance			Lump Sum		100.00
<b>Laboratory Testing Total</b>					<b>\$100.00</b>

**Engineering Services**

Senior Principal Geotechnical Engineer			\$170 Hr		
Principal Geotechnical Engineer			\$150 Hr		
Senior Geotechnical Engineer			\$130 Hr		
Project Engineer			\$115 Hr		
Project Manager			\$105 Hr	4	420.00
CAD Technician			\$60 Hr	1	60.00
<b>Engineering Total</b>					<b>\$480.00</b>

**Total Estimated Cost** **\$4,215.00**



April 19, 2023

VIA EMAIL: [ricky.branton@mottmac.com](mailto:ricky.branton@mottmac.com)

Mr. Rick Branton, PE

Vice President

Mott MacDonald Florida, LLC

220 West Garden Street, Suite 700

Pensacola, FL 32502

**RE: Project Name: SUE Test Holes for Lloyd St. Drainage Improvement**  
**Address: Lloyd St., Fort Walton Beach, FL 32547**  
**Section 2, Township 2 South, Range 24 West, Okaloosa County, Florida**

Dear Mr. Branton,

We are pleased to submit our proposal for Subsurface Utility Verification (Penetrating) on the above referenced project.

**SCOPE OF WORK:**

1. Coordinate Sunshine 811 and utility locates to include supplemental calls to each locator to expedite the field marking of each subsurface utility as required by law.
2. Expose the subject utilities by using non-destructive vacuum excavation methods at thirty (30) at locations to be determined or as marked by client in the field.
3. Confirm/determine the vertical and horizontal position of the subject utilities and record the information, using the locate marks provided by the utility owners and/or their representatives unless otherwise specifically requested by client.
4. Any asphalt/concrete removed will be repaired using like materials.
5. Tie each test hole location to a minimum of three visible physical features to enable this data to be added to your base map and also enable future recovery.

**Optional Task: Survey Location**

1. Provide Survey location of all field designation marks and Test Holes in State Plane Coordinates, Florida North (0903).
2. Provide electronic AutoCAD database of all Survey information.
3. Provide Project Management for all Utility and Survey activities.

## **DELIVERABLE**

The final product will be test hole reports/sketches of the project area and an electric AutoCAD file reflecting all pertinent data for your use.

## **PROJECT TIMELINE**

We anticipate completion of the above-described work within thirty (30) business days after receipt of approved permit and a written notice to proceed.

## **ADDITIONAL SERVICES**

Any service not explicitly provided for in the above scope will be billed as additional services and will be performed at our then current hourly rates as provided for in **Exhibit A**.

## **Terms and Conditions**

It is understood that the construction contractor is responsible to abide by Sunshine 811, Florida State Statutes Chapter 556.106 and all applicable laws, and regulations that pertain to the services provided.

Mott MacDonald Florida, LLC will make available all plans and utility records that have been obtained for this site. However, the information provided by Mott MacDonald Florida, LLC is also dependent upon a Sunshine 811 request for utility owners and/or their representatives to mark their buried underground plant at the project site as required by law. Southeastern Surveying and Mapping Corporation (SSMC) has a right to rely on the accuracy of such plans and utility records and will notify Mott MacDonald Florida, LLC if there are any patently or reasonably identifiable defects in the documents.

Mott MacDonald Florida, LLC is aware that due to the inherent uncertain nature of subsurface utilities, including but not limited to deficient or misrepresentation of prints, SSMC cannot guarantee that all subsurface utility lines will be accounted for. SSMC will ensure that all reasonable efforts are made to identify the location of said underground utilities and provide the best available information within the project area with the use of Ground Penetrating Radar, Electronic Line Locating Equipment and Vacuum Excavation methods, as needed. Additional research will only be conducted by SSMC if requested in writing by Mott MacDonald Florida, LLC.

In accordance with the Underground Facility Damage Prevention and Safety Act, the Design Engineer shall perform sufficient Utility Coordination with the Utility providers in this location to affirm the information from SSMC's efforts and confirm that no other subsurface utility is possibly undetected by these efforts.

SSMC shall not be held liable for any latent or unreasonably discoverable utilities in the project area. Furthermore, in the event of a claim regarding the services provided in the proposal, SSMC shall have liability for reasonable and necessary defense costs to the extent caused by SSMC's negligence.

**M.O.T.** will be used only if absolutely necessary and these invoice charges will be an addition to the total per day rate and reflected on our invoice to you.

**Note:** If permitting is required for said work, these charges will also be additional and reflected on our invoice to you.

**Note:** Test Holes that require a depth of greater than ten (10) feet or require a substantial amount of increased effort (sleeving, shoring, de-watering, etc.), then said Test Holes may need to be negotiated separately on a case-by-case basis if normal vacuum excavation practices do not allow said utilities to be exposed.

**Note:** All utility sizes given are outside diameter unless otherwise specified and are approximate only due to uncontrollable field conditions that may be encountered during excavation.

**Note:** Any additional overlaying or restoration of pavement, other than the replacement of materials removed and cold patched, will be the responsibility of Mott MacDonald Florida, LLC.

**EXPENSES AND FEES**

Our fee for this project will be as follows:

<b>Test Holes/Day Rate:</b> <b>\$485.00 Dirt/Each (anticipate 30)</b>	<b>\$14,550.00</b>
<b>Project Management:</b>	<b>\$ 648.00</b>
<b>M.O.T. (SSMC)</b> <b>\$931.00 per Lane Closure/Day Rate</b>	
<b>Total:</b>	<b><u>\$15,198.00</u></b>
<b>OPTION: Survey</b>	<b>\$ 1,792.00</b>
<b>Total including Optional Survey:</b>	<b><u>\$16,990.00</u></b>

**Payment Terms:**

Payment is expected within thirty (30) days from the date of the invoice.

**Credit Card Convenience Fee**

SSMC is committed to providing a range of payment options to our clients. Credit Card payments made via phone will result in a Convenience Fee. A Convenience Fee of \$25 will be applied to Credit Card payments. We will continue to offer other payment methods, including cash, paper checks, and electronic check payments (ACH), which carry no additional charge.

We look forward to the opportunity to work with you on this project.

Sincerely,



Dana S. Sowers  
Regional Utility Manager  
NW Florida & Alabama



If the above scope, period of service, and method of compensation meets with your approval, please have an authorized person execute below and send via email to [contracts@southeasternsurveying.com](mailto:contracts@southeasternsurveying.com) as an official notice to proceed along with the notice of commencement. **Fees and times stated in this agreement are valid for six months from the date of the proposal.**

**CLIENT AUTHORIZATION**

I declare that I am authorized to sign the binding contractual document. I also declare that I have read, understand, and accept this proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title (if any)

**EXHIBIT "A"**

**HOURLY RATES**

<b>Professional Surveyor &amp; Mapper</b>	<b>\$162.00/per hour</b>
<b>Project Manager (Survey)</b>	<b>\$162.00/per hour</b>
<b>Project Manager (SUE)</b>	<b>\$162.00/per hour</b>
<b>Senior Technician (Survey)</b>	<b>\$122.00/per hour</b>
<b>Senior Technician (SUE)</b>	<b>\$122.00/per hour</b>
<b>CAD Technician</b>	<b>\$108.00/per hour</b>
<b>2 Person Survey Field Crew</b>	<b>\$163.00/per hour</b>
<b>3 Person Survey Field Crew</b>	<b>\$214.00/per hour</b>
<b>4 Person Survey Field Crew</b>	<b>\$265.00/per hour</b>
<b>2 Person SUE Field Crew</b>	<b>\$198.00/per hour</b>
<b>3 Person SUE Field Crew</b>	<b>\$276.00/per hour</b>



## GENERAL TERMS AND CONDITIONS

These standard terms and conditions ("STCS") are incorporated by reference into the foregoing proposal, along with any future modifications or amendments (the "Agreement") between Southeastern Surveying and Mapping Corporation ("SSMC") and its Client ("You" or "Your") for the performance of surveying services ("Services"). These STCS are fully binding upon you just as if they were fully outlined in the body of the proposal letter and shall supersede any term or provision elsewhere in the agreement in conflict with these STCS.

### SCOPE OF SERVICES

For the fee outlined in the Agreement, you agree that SSMC shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement explicitly requires, in no event does SSMC have any obligation or responsibility for:

- a. The correctness and completeness of any document which was prepared by another entity.
- b. The correctness and completeness of any drawing prepared by SSMC, unless it was duly signed and sealed by a registered professional on SSMC's behalf.
- c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
- d. Taking into account off-site circumstances other than those clearly visible and actually known to SSMC from on-site work.
- e. The actual location (or characteristics) of any portion of a utility that is not entirely visible from the surface.
- f. Site safety or construction quality, means, methods, or sequences.
- g. The correctness of any geotechnical services performed by others, whether or not performed as SSMC's subcontractor.

Should shop drawing review be incorporated into the Services, SSMC shall pass on the shop drawings with reasonable promptness. Checking and approval of shop drawings will be general, for conformance with the design concept of the project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Approval shall not be construed as permitting any departure from contract requirements, nor as relieving the Contractor of the sole and final responsibility for any error in details, dimensions, or otherwise, that may exist. **SSMC does not provide legal, accounting, or insurance services.**

### YOUR ORAL DECISIONS

You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request SSMC to render additional services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph, by giving SSMC seven (7) days advance written notice.

### STANDARD OF CARE

The standard of care for all professional services performed by SSMC under this Agreement shall be the skill and care used by members of SSMC's profession practicing under similar circumstances at the same time and in the same locality.

### PAYMENT

SSMC may submit invoices at any time to you for Services and reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date. Invoices may be based either upon our estimate of the proportion of the total services completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, SSMC shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, SSMC shall have the right to withhold from you the possession or use of any drawings or documents prepared by SSMC for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason.

If you do not give SSMC written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If SSMC receives payments that do not specify the invoices being paid, you agree that SSMC may apply payments in our sole discretion. Time is of the essence of your payment obligations, and your failure to make full and timely payment shall be deemed a material breach.

### PROPRIETARY RIGHTS

The drawings, specifications and other documents prepared by SSMC under this Agreement are instruments of SSMC's service for use solely for the Project and, unless otherwise provided, SSMC shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any SSMC trademarks. You shall be permitted to retain copies, including reproducible copies of SSMC's instruments of service for information and reference for the Project. SSMC's drawings, specifications, or other documents shall not be used by you or others on other projects for any reason or for completion of this Project by other professionals unless you enter into a written agreement with SSMC allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.

### TERMINATION

Either party may terminate the Agreement if the other party materially breaches the Agreement. You shall immediately pay SSMC for our services rendered and expenses incurred through the termination date, including fees and expenses that SSMC incur as a result of the termination.

### ASSIGNMENT

Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other. This Agreement shall not confer any benefit or right upon any person or entity other than you, SSMC, and its officers, employees, agents, and subcontractors. SSMC's officers, employees, agents, and subcontractors shall have and shall be entitled to the protections afforded SSMC under this Agreement.

### GOVERNING LAW

This Agreement shall be interpreted under and governed by the laws of the State of Florida. The parties agree that the courts of Orange County, Florida, and the US District Court of the Middle District of Florida (Orlando Division) shall have exclusive jurisdiction over any controversy. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.

### SEVERABILITY

If any part, term, or provision of this agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this agreement shall not be affected, and each party's rights shall be construed and enforced as if the agreement did not contain the illegal or unenforceable part, term, or provision.

### LIMITATIONS ON LIABILITY

SSMC's liability for any loss, property damage or bodily injury of or to you caused in whole or in part by SSMC in the performance of this Agreement, or in the performance of any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to SSMC for the Services. The parties intend that the preceding limitation on liability shall apply to all claims, whether sounding in tort, in contract, in warranty or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, SSMC for any claims of any nature made against you by any other person who may suffer any loss, property damage or bodily injury in any manner associated with SSMC's services, or SSMC's officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. SSMC shall not be liable to you, in any event or for any amount, for delays, or consequential, special or incidental damages; or punitive or exemplary damages.

### PAYMENT OF ATTORNEY'S FEES

The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.

### INDEMNIFICATION

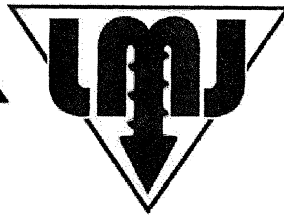
You agree to indemnify and hold SSMC harmless from and against any and all liability, loss, damages, claims, and demands for loss, damages, property damages or bodily injury, arising out of work undertaken on the Project by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom performed, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold SSMC harmless under this Paragraph in the event of SSMC's sole negligence.

### INSURANCE

SSMC represents that it carries and will continue carry General Liability in the amount of \$1M per each occurrence and \$2M per general aggregate, Worker's Compensation in the amount of \$1M, Automobile Liability in the amount of \$1M, Professional Liability also known as Errors and Omissions in the amount of \$5M per occurrence and general aggregate, and Umbrella Coverage in the amount of \$5M. General Liability, Automobile Liability and Worker's Compensation are primary and non-contributory with Umbrella following form. Certificates of Insurance shall be provided upon request, listing your Company as the certificate holder for a period of one (1) year. SSMC and Client shall waive subrogation against one another.

### COMPLETE AGREEMENT

This Agreement contains the entire agreement between the parties concerning the matters covered herein. No prior representations, statements, or inducements made by either SSMC, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.



May 8, 2020

Mr. Neil Tucker, PE  
Mott Mac  
Via email: Neil.tucker@mottmac.com

**Subject: Geotechnical Exploration Proposal  
Lloyd Street Drainage Project  
Fort Walton Beach, Florida**

Dear Mr. Tucker:

**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 in Fort Walton Beach, Florida. The project consists of the installation of a large diameter stormwater pipe along Lloyd Street, Navy Street South, Mayflower Ave., Priscilla Drive and Lang Road to an existing outfall with a concrete headwall at the bayou. Reportedly, the proposed section of new pipe is roughly 4,300 feet long. Reportedly, several roadway crossings are planned by the cut and cover method. We understand the proposed stormwater pipe will be placed next to the existing roadways and the pipe invert will be about 12-18 feet below existing grade. Reportedly, the existing headwall at the outfall will likely be replaced. We understand that the existing headwall location may only be accessible by boat due to steep slopes, a narrow easement and very thick vegetation. If this information changes or is incorrect, our office should be notified, and changes to this proposal may be needed.

### **Proposed Scope of Services**

The following 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 Sunshine Network. Non-registered or private utilities are the responsibility of the client to clear. Utilities in the water will take 10 days to clear, and we have assumed a FDEP/COE permit will not be needed for the water work.
- ▼ Obtain City of Fort Walton Beach right-of-way permit. We have assumed permit fees would be waived.
- ▼ Mobilize a truck-mounted drill rig and drill team to the site.
- ▼ Drill ten Standard Penetration Test (SPT) borings to a depth of 25 feet along the proposed stormwater pipe route. We plan about one boring per 500 feet of pipe, and Google Earth pictures generally indicate enough room to drill on the side of the road on the main streets without blocking traffic.
- ▼ Mobilize a pontoon mounted drill rig and crew to the site.
- ▼ On the pontoon boat, drill one Standard Penetration Test (SPT) boring to a depth of 40-45 feet below the water line near the headwall location. Should the headwall location be



accessible to tripod mounted drill rig with clearing efforts, the tripod mounted drill rig would be used instead at reduced cost. It would be helpful if the city could clear the easement to allow LMJ to better evaluate the accessibility.

- ▼ As requested, core the asphalt pavement in the roadways along the proposed pipe route at five locations and drill a hand auger boring at each location to depth of five feet.
- ▼ Provide appropriate Maintenance of Traffic (MOT) during coring operations. We have assumed that two flagmen and signs will be needed to close one lane for coring operations for one day. Depending upon traffic conditions, we may need to reduce the number of core locations to limit our operations to one day.
- ▼ Perform a visual classification of the soil samples obtained during our exploration and laboratory testing. Laboratory testing will include basic properties testing on the split spoon samples such as wash #200 sieve and moisture content to evaluate and document basic properties for our analysis.
- ▼ Analyze the field and laboratory data to provide recommendations for the project.

A 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 at the time of drilling, if encountered.
- ▼ A discussion of laboratory test results.
- ▼ Recommendations for the installation of utilities including bedding, the suitability of soils for backfilling, soil compaction and dewatering, as necessary.
- ▼ Recommendations for headwall construction, including dewatering, allowable bearing capacity for concrete structures if needed, and engineering soil properties for design of a sheet pile wall.
- ▼ If the pavement cores are done, provide pavement thickness and soil types at the core locations.

### **Estimated Costs**

We propose to provide the base scope of services in this proposal for an estimated total of **\$8,790.00**. The water boring at the headwall has an estimated cost of **\$5,420.00**, and the asphalt cores and hand augers in the roadways are estimated to cost **\$4,215.00**. For a detailed cost breakdown, please see the attached **Figures #1-3**. This proposal assumes that boring locations are accessible to our drill rigs and pontoon boat, 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 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.

Figure #1

Cost Breakdown



Client: Mott Mac  
 Project: Lloyd Street Drainage

<b>Drilling/Field Services</b>		Unit Fee	Est. Qty.	Est. Cost
Mobilization	0-25 Mi	\$395 Ea		
	26-75 Mi	\$475 Ea		
	76-125 Mi	\$550 Ea	1	550.00
Standard Penetration Test Borings 10 @ 25 ft	0-40 Ft	\$14 Ft	250	3,500.00
	41-80 Ft	\$16 Ft		
	81-100 Ft	\$20 Ft		
Per Diem, 2 man crew		\$250 Ea		
Difficult Moving Time (Clearing, Matting, Hand Carry, Etc.)		\$175 Hr		
Obtain Undisturbed/Shelby Tube Sample		\$125 Ea		
Senior Engineering Technician		\$70 Hr	15	1,050.00
Engineering Technician Mileage		\$0.6 Mi		
<b>Drilling/Field Total</b>				<b>\$5,100.00</b>

**Laboratory Testing Services**

Water Content	\$20 Ea	12	240.00
Sieve Analysis	\$100 Ea		
Wash #200 Sieve	\$50 Ea	12	600.00
Atterberg Limits (Inc. Moisture Content)	\$100 Ea		
Permeability & Sieve (Inc. Unit Weight, Moisture & Porosity)	\$175 Ea		
Organic Content	\$80 Ea		
Basic Properties Testing Allowance	Lump Sum		
<b>Laboratory Testing Total</b>			<b>\$840.00</b>

**Engineering Services**

Senior Principal Geotechnical Engineer	\$170 Hr		
Principal Geotechnical Engineer	\$150 Hr	3	450.00
Senior Geotechnical Engineer	\$130 Hr		
Project Engineer	\$115 Hr		
Project Manager	\$105 Hr	20	2,100.00
CAD Technician	\$60 Hr	5	300.00
<b>Engineering Total</b>			<b>\$2,850.00</b>

**Total Estimated Cost** **\$8,790.00**

Figure #2

## Cost Breakdown



Client: Mott Mac  
Project: Lloyd Street Drainage Outfall

<b>Drilling/Field Services</b>		Unit Fee	Est. Qty.	Est. Cost
Mobilization	0-25 Mi	\$395 Ea		
	26-75 Mi	\$475 Ea		
	76-125 Mi	\$550 Ea		
Standard Penetration Test Borings	0-40 Ft	\$14 Ft		
	41-80 Ft	\$16 Ft		
	81-100 Ft	\$20 Ft		
Mobilization of Waterborne Drilling Platform	\$1,350 Ea	1	1,350.00	
Waterborne Drilling Platform Rental	\$1,050 Day	1	1,050.00	
Waterborne Drill Crew 1 @40-45 ft	\$1,500 Day	1	1,500.00	
FDEP/COE Permit	\$800 Ea			
Per Diem, 2 man crew	\$250 Ea			
Difficult Moving Time (Clearing, Matting, Hand Carry, Etc.)	\$175 Hr			
Obtain Undisturbed/Shelby Tube Sample	\$125 Ea			
Engineering Technician	\$53 Hr			
Engineering Technician Mileage	\$0.6 Mi			
<b>Drilling/Field Total</b>				<b>\$3,900.00</b>

### Laboratory Testing Services

Water Content	\$20 Ea		
Sieve Analysis	\$100 Ea		
Wash #200 Sieve	\$50 Ea		
Atterberg Limits (Inc. Moisture Content)	\$100 Ea		
Permeability & Sieve (Inc. Unit Weight, Moisture & Porosity)	\$175 Ea		
Organic Content	\$80 Ea		
Basic Properties Testing Allowance	Lump Sum		200.00
<b>Laboratory Testing Total</b>			<b>\$200.00</b>

### Engineering Services

Senior Principal Geotechnical Engineer	\$170 Hr		
Principal Geotechnical Engineer	\$150 Hr		
Senior Geotechnical Engineer	\$130 Hr		
Project Engineer	\$115 Hr		
Project Manager	\$105 Hr	12	1,260.00
CAD Technician	\$60 Hr	1	60.00
<b>Engineering Total</b>			<b>\$1,320.00</b>
<b>Total Estimated Cost</b>			<b>\$5,420.00</b>

Figure #3

## Cost Breakdown



Client: Mott Mac  
 Project: Lloyd Street Drainage Pavement Cores

<b>Drilling/Field Services</b>			Unit Fee	Est. Qty.	Est. Cost
Mobilization	0-25 Mi		\$395 Ea		
	26-75 Mi		\$475 Ea		
	76-125 Mi		\$550 Ea		
Hand Auger Borings	5 @ 5 ft	0-10 Ft	\$13 Ft	25	325.00
MOT two flagmen and signs			\$1,900 Day	1	1,900.00
Asphalt Coring & Mob of Coring Machine			\$150 Hr	8	1,200.00
Difficult Moving Time (Clearing, Matting, Hand Carry, Etc.)			\$175 Hr		
Obtain Undisturbed/Shelby Tube Sample			\$125 Ea		
Senior Engineering Technician			\$70 Hr	3	210.00
Engineering Technician Mileage			\$0.6 Mi		
<b>Drilling/Field Total</b>					<b>\$3,635.00</b>

### Laboratory Testing Services

Water Content		\$20 Ea			
Sieve Analysis		\$100 Ea			
Wash #200 Sieve		\$50 Ea			
Atterberg Limits (Inc. Moisture Content)		\$100 Ea			
Permeability & Sieve (Inc. Unit Weight, Moisture & Porosity)		\$175 Ea			
Organic Content		\$80 Ea			
Basic Properties Testing Allowance		Lump Sum			100.00
<b>Laboratory Testing Total</b>					<b>\$100.00</b>

### Engineering Services

Senior Principal Geotechnical Engineer		\$170 Hr			
Principal Geotechnical Engineer		\$150 Hr			
Senior Geotechnical Engineer		\$130 Hr			
Project Engineer		\$115 Hr			
Project Manager		\$105 Hr	4		420.00
CAD Technician		\$60 Hr	1		60.00
<b>Engineering Total</b>					<b>\$480.00</b>

<b>Total Estimated Cost</b>	<b>\$4,215.00</b>
-----------------------------	-------------------



April 19, 2023

VIA EMAIL: [ricky.branton@mottmac.com](mailto:ricky.branton@mottmac.com)

Mr. Rick Branton, PE

Vice President

Mott MacDonald Florida, LLC

220 West Garden Street, Suite 700

Pensacola, FL 32502

**RE: Project Name: SUE Test Holes for Lloyd St. Drainage Improvement  
Address: Lloyd St., Fort Walton Beach, FL 32547  
Section 2, Township 2 South, Range 24 West, Okaloosa County, Florida**

Dear Mr. Branton,

We are pleased to submit our proposal for Subsurface Utility Verification (Penetrating) on the above referenced project.

**SCOPE OF WORK:**

1. Coordinate Sunshine 811 and utility locates to include supplemental calls to each locator to expedite the field marking of each subsurface utility as required by law.
2. Expose the subject utilities by using non-destructive vacuum excavation methods at thirty (30) at locations to be determined or as marked by client in the field.
3. Confirm/determine the vertical and horizontal position of the subject utilities and record the information, using the locate marks provided by the utility owners and/or their representatives unless otherwise specifically requested by client.
4. Any asphalt/concrete removed will be repaired using like materials.
5. Tie each test hole location to a minimum of three visible physical features to enable this data to be added to your base map and also enable future recovery.
6. Provide M.O.T. lane closures as needed to aid in the set-up and execution of the test holes (anticipate 2).

**Optional Task: Survey Location**

1. Provide Survey location of all field designation marks and Test Holes in State Plane Coordinates, Florida North (0903).
2. Provide electronic AutoCAD database of all Survey information.
3. Provide Project Management for all Utility and Survey activities.

## **DELIVERABLE**

The final product will be test hole reports/sketches of the project area and an electric AutoCAD file reflecting all pertinent data for your use.

## **PROJECT TIMELINE**

We anticipate completion of the above-described work within thirty (30) business days after receipt of approved permit and a written notice to proceed.

## **ADDITIONAL SERVICES**

Any service not explicitly provided for in the above scope will be billed as additional services and will be performed at our then current hourly rates as provided for in **Exhibit A**.

## **Terms and Conditions**

It is understood that the construction contractor is responsible to abide by Sunshine 811, Florida State Statutes Chapter 556.106 and all applicable laws, and regulations that pertain to the services provided.

Mott MacDonald Florida, LLC will make available all plans and utility records that have been obtained for this site. However, the information provided by Mott MacDonald Florida, LLC is also dependent upon a Sunshine 811 request for utility owners and/or their representatives to mark their buried underground plant at the project site as required by law. Southeastern Surveying and Mapping Corporation (SSMC) has a right to rely on the accuracy of such plans and utility records and will notify Mott MacDonald Florida, LLC if there are any patently or reasonably identifiable defects in the documents.

Mott MacDonald Florida, LLC is aware that due to the inherent uncertain nature of subsurface utilities, including but not limited to deficient or misrepresentation of prints, SSMC cannot guarantee that all subsurface utility lines will be accounted for. SSMC will ensure that all reasonable efforts are made to identify the location of said underground utilities and provide the best available information within the project area with the use of Ground Penetrating Radar, Electronic Line Locating Equipment and Vacuum Excavation methods, as needed. Additional research will only be conducted by SSMC if requested in writing by Mott MacDonald Florida, LLC.

In accordance with the Underground Facility Damage Prevention and Safety Act, the Design Engineer shall perform sufficient Utility Coordination with the Utility providers in this location to affirm the information from SSMC's efforts and confirm that no other subsurface utility is possibly undetected by these efforts.

SSMC shall not be held liable for any latent or unreasonably discoverable utilities in the project area. Furthermore, in the event of a claim regarding the services provided in the proposal, SSMC shall have liability for reasonable and necessary defense costs to the extent caused by SSMC's negligence.

**M.O.T.** will be used only if absolutely necessary and these invoice charges will be an addition to the total per day rate and reflected on our invoice to you.

**Note:** If permitting is required for said work, these charges will also be additional and reflected on our invoice to you.

**Note:** Test Holes that require a depth of greater than ten (10) feet or require a substantial amount of increased effort (sleeving, shoring, de-watering, etc.), then said Test Holes may need to be negotiated separately on a case-by-case basis if normal vacuum excavation practices do not allow said utilities to be exposed.

**Note:** All utility sizes given are outside diameter unless otherwise specified and are approximate only due to uncontrollable field conditions that may be encountered during excavation.







If the above scope, period of service, and method of compensation meets with your approval, please have an authorized person execute below and send via email to [contracts@southeasternsurveying.com](mailto:contracts@southeasternsurveying.com) as an official notice to proceed along with the notice of commencement. **Fees and times stated in this agreement are valid for six months from the date of the proposal.**

**CLIENT AUTHORIZATION**

I declare that I am authorized to sign the binding contractual document. I also declare that I have read, understand, and accept this proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title (if any)

**EXHIBIT "A"**

**HOURLY RATES**

<b>Professional Surveyor &amp; Mapper</b>	<b>\$162.00/per hour</b>
<b>Project Manager (Survey)</b>	<b>\$162.00/per hour</b>
<b>Project Manager (SUE)</b>	<b>\$162.00/per hour</b>
<b>Senior Technician (Survey)</b>	<b>\$122.00/per hour</b>
<b>Senior Technician (SUE)</b>	<b>\$122.00/per hour</b>
<b>CAD Technician</b>	<b>\$108.00/per hour</b>
<b>2 Person Survey Field Crew</b>	<b>\$163.00/per hour</b>
<b>3 Person Survey Field Crew</b>	<b>\$214.00/per hour</b>
<b>4 Person Survey Field Crew</b>	<b>\$265.00/per hour</b>
<b>2 Person SUE Field Crew</b>	<b>\$198.00/per hour</b>
<b>3 Person SUE Field Crew</b>	<b>\$276.00/per hour</b>

## GENERAL TERMS AND CONDITIONS

These standard terms and conditions ("STCS") are incorporated by reference into the foregoing proposal, along with any future modifications or amendments (the "Agreement") between Southeastern Surveying and Mapping Corporation ("SSMC") and its Client ("You" or "Your") for the performance of surveying services ("Services"). These STCS are fully binding upon you just as if they were fully outlined in the body of the proposal letter and shall supersede any term or provision elsewhere in the agreement in conflict with these STCS.

### SCOPE OF SERVICES

For the fee outlined in the Agreement, you agree that SSMC shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement explicitly requires, in no event does SSMC have any obligation or responsibility for:

- a. The correctness and completeness of any document which was prepared by another entity.
- b. The correctness and completeness of any drawing prepared by SSMC, unless it was duly signed and sealed by a registered professional on SSMC's behalf.
- c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
- d. Taking into account off-site circumstances other than those clearly visible and actually known to SSMC from on-site work.
- e. The actual location (or characteristics) of any portion of a utility that is not entirely visible from the surface.
- f. Site safety or construction quality, means, methods, or sequences.
- g. The correctness of any geotechnical services performed by others, whether or not performed as SSMC's subcontractor.

Should shop drawing review be incorporated into the Services, SSMC shall pass on the shop drawings with reasonable promptness. Checking and approval of shop drawings will be general, for conformance with the design concept of the project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Approval shall not be construed as permitting any departure from contract requirements, nor as relieving the Contractor of the sole and final responsibility for any error in details, dimensions, or otherwise, that may exist. **SSMC does not provide legal, accounting, or insurance services.**

### YOUR ORAL DECISIONS

You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request SSMC to render additional services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph, by giving SSMC seven (7) days advance written notice.

### STANDARD OF CARE

The standard of care for all professional services performed by SSMC under this Agreement shall be the skill and care used by members of SSMC's profession practicing under similar circumstances at the same time and in the same locality.

### PAYMENT

SSMC may submit invoices at any time to you for Services and reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date. Invoices may be based either upon our estimate of the proportion of the total services completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, SSMC shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, SSMC shall have the right to withhold from you the possession or use of any drawings or documents prepared by SSMC for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason.

If you do not give SSMC written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If SSMC receives payments that do not specify the invoices being paid, you agree that SSMC may apply payments in our sole discretion. Time is of the essence of your payment obligations, and your failure to make full and timely payment shall be deemed a material breach.

### PROPRIETARY RIGHTS

The drawings, specifications and other documents prepared by SSMC under this Agreement are instruments of SSMC's service for use solely for the Project and, unless otherwise provided, SSMC shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any SSMC trademarks. You shall be permitted to retain copies, including reproducible copies of SSMC's instruments of service for information and reference for the Project. SSMC's drawings, specifications, or other documents shall not be used by you or others on other projects for any reason or for completion of this Project by other professionals unless you enter into a written agreement with SSMC allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.

### TERMINATION

Either party may terminate the Agreement if the other party materially breaches the Agreement. You shall immediately pay SSMC for our services rendered and expenses incurred through the termination date, including fees and expenses that SSMC incur as a result of the termination.

### ASSIGNMENT

Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other. This Agreement shall not confer any benefit or right upon any person or entity other than you, SSMC, and its officers, employees, agents, and subcontractors. SSMC's officers, employees, agents, and subcontractors shall have and shall be entitled to the protections afforded SSMC under this Agreement.

### GOVERNING LAW

This Agreement shall be interpreted under and governed by the laws of the State of Florida. The parties agree that the courts of Orange County, Florida, and the US District Court of the Middle District of Florida (Orlando Division) shall have exclusive jurisdiction over any controversy. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.

### SEVERABILITY

If any part, term, or provision of this agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this agreement shall not be affected, and each party's rights shall be construed and enforced as if the agreement did not contain the illegal or unenforceable part, term, or provision.

### LIMITATIONS ON LIABILITY

SSMC's liability for any loss, property damage or bodily injury of or to you caused in whole or in part by SSMC in the performance of this Agreement, or in the performance of any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to SSMC for the Services. The parties intend that the preceding limitation on liability shall apply to all claims, whether sounding in tort, in contract, in warranty or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, SSMC for any claims of any nature made against you by any other person who may suffer any loss, property damage or bodily injury in any manner associated with SSMC's services, or SSMC's officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. SSMC shall not be liable to you, in any event or for any amount, for delays, or consequential, special or incidental damages; or punitive or exemplary damages.

### PAYMENT OF ATTORNEY'S FEES

The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.

### INDEMNIFICATION

You agree to indemnify and hold SSMC harmless from and against any and all liability, loss, damages, claims, and demands for loss, damages, property damages or bodily injury, arising out of work undertaken on the Project by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom performed, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold SSMC harmless under this Paragraph in the event of SSMC's sole negligence.

### INSURANCE

SSMC represents that it carries and will continue carry General Liability in the amount of \$1M per each occurrence and \$2M per general aggregate, Worker's Compensation in the amount of \$1M, Automobile Liability in the amount of \$1M, Professional Liability also known as Errors and Omissions in the amount of \$5M per occurrence and general aggregate, and Umbrella Coverage in the amount of \$5M. General Liability, Automobile Liability and Worker's Compensation are primary and non-contributory with Umbrella following form. Certificates of Insurance shall be provided upon request, listing your Company as the certificate holder for a period of one (1) year. SSMC and Client shall waive subrogation against one another.

### COMPLETE AGREEMENT

This Agreement contains the entire agreement between the parties concerning the matters covered herein. No prior representations, statements, or inducements made by either SSMC, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.



**Office of the County Administrator**  
OKALOOSA COUNTY, FLORIDA

**John Hofstad**  
*County Administrator*

June 20, 2023

Scott Bitterman  
Program Manager  
Department of Public Works

Via email: [sbitterman@myokaloosa.com](mailto:sbitterman@myokaloosa.com)

Dear Scott,

Okaloosa County has received from the United States Department of the Treasury RESTORE Act Direct Component grant award RDCGR180167-01-00 for the Stormwater Program (Design and Permitting). We are hereby authorized to give Public Works notice of authorization to commence the design and permitting for the Lloyd Street project in accordance with the Terms and Conditions and the approved scope of work of the grant award.

Please contact Jane Evans, Grants & RESTORE Manager, if you need any further assistance.

Sincerely,

John Hofstad  
County Administrator

Cc: [clejeune@myokaloosa.com](mailto:clejeune@myokaloosa.com)  
[rpetrey@myokaloosa.com](mailto:rpetrey@myokaloosa.com)