



TASK ORDER NO.: 2015-05  
 PROJECT NAME: DeBary TOD | Supplemental Environmental Services  
 CLIENT: City of DeBary  
 16 Colomba Road  
 DeBary, Florida 32713

The vendor, Pegasus Engineering, LLC, located at 301 West State Road 434, Suite 309, Winter Springs, Florida 32708, is a Corporation authorized to do business in the state of Florida. As part of this Task Order, Pegasus Engineering, and their subconsultant (Bio-Tech Consulting, Inc.), will perform the following services:

- Environmental Assessment;
- UMAM/WRAP Analysis;
- St. Johns River Water Management District Permit Modification;
- St. Johns River Water Management District Permit Modification Request for Additional Information;
- Army Corps of Engineers Permit Modification;
- Army Corps of Engineers Permit Modification Request for Additional Information;
- Florida Department of Environmental Protection Permit Modification;
- Florida Department of Environmental Protection Permit Modification Request for Additional Information; and
- General Project Coordination.

Total HOURLY NOT TO EXCEED AMOUNT of this Task Order, including reimbursement expenses, is Forty Thousand Dollars (\$40,000.00) (refer to the attached \$38,600 proposal from Bio-Tech Consulting, Inc.). The Client agrees to pay Pegasus Engineering, LLC for its services based on approved monthly invoices.

This Task Order shall be governed by the Continuing Consulting Contract for General Engineering Services agreement dated July 29, 2015.

Client Signature:

CITY OF DEBARY

By: 

Authorized Signature

Dan Parrott  
 Printed Name

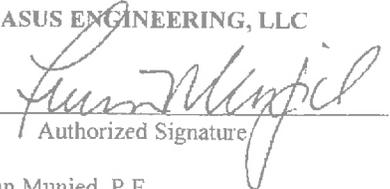
City Manager  
 Title

Date

2/16/16

Vendor Signature:

PEGASUS ENGINEERING, LLC

By: 

Authorized Signature

Fursan Munjed, P.E.  
 Printed Name

Principal / Project Manager  
 Title

February 15, 2016  
 Date

**PROPOSAL FOR ENVIRONMENTAL SERVICES  
CITY OF DEBARY-SJRWMD PARCEL COORDINATION  
BTC Proposal No. 15-562**

- 1. ENVIRONMENTAL ASSESSMENT (10-13)**  
Conduct a detailed wetland delineation of the Gemini Springs parcel. Conduct a detailed on-site vegetative analysis. The analysis will include an aerial survey and an evaluation by boat. Additionally, a wildlife survey across the site and adjacent to the site, will be conducted to assemble necessary information for a report. Once all field work has been completed, an environmental assessment report detailing the results of our initial work will be prepared. This report will address wetland and wildlife regulations pertaining to the property and will also provide a synopsis of the development constraints, mitigation costs and required permitting which should be expected with the site development.  
**TASK COST: \$4,800.00**
- 2. UMAM/WRAP ANALYSIS (10-04)**  
Conduct a detailed UMAM and WRAP evaluation of the on-site wetlands and uplands. This evaluation will be needed for the negotiations during the FDOT Permit Modification process with the SJRWMD, FDEP and ACOE.  
**TASK COST: \$2,400.00**
- 3. SJRWMD – PERMIT MODIFICATION (20-19)**  
Modify the FDOT permits associated with the Gemini Springs Mitigation Tract. The modification will remove and replace the mitigation value associated with the target parcel. This task will include converting the permitted impacts into UMAM.  
**TASK COST: \$3,600.00**
- 4. SJRWMD – PERMIT MODIFICATION RAI (20-20)**  
Respond to any requests for additional information sent by the SJRWMD regarding the permit modification.  
**TASK COST: Hourly per Time & Materials Schedule  
(Not to Exceed \$4,800.00)**
- 5. ACOE – PERMIT MODIFICATION (26-12)**  
Modify the FDOT permits associated with the Gemini Springs Mitigation Tract. The modification will remove and replace the mitigation value associated with the target parcel. This task will include converting the permitted impacts into UMAM.  
**TASK COST: \$4,800.00**



INITIAL. \_\_\_\_\_(BTC) \_\_\_\_\_(Client)

6. **ACOE – PERMIT MODIFICATION RAI (26-13)**  
 Respond to any requests for additional information sent by the ACOE regarding the permit modification.  
**TASK COST: Hourly per Time & Materials Schedule  
 (Not to Exceed \$7,200.00)**
  
7. **FDEP – PERMIT MODIFICATION (25-15)**  
 Coordinate with the FDEP to negotiate UMAM scores of the Gemini Springs Parcel. The modification will remove and replace the mitigation value associated with the target parcel. The task will include phone calls, correspondence, meetings, etc.  
**TASK COST: \$1,800.00**
  
8. **FDEP – PERMIT MODIFICATION RAI (25-16)**  
 Coordinate with the FDEP to negotiate UMAM scores of the Gemini Springs Parcel. The task will include phone calls, correspondence, meetings, etc.  
**TASK COST: Hourly per Time & Materials Schedule  
 (Not to Exceed \$3,200.00)**
  
9. **GENERAL PROJECT COORDINATION (45-00)**  
 This task will include numerous phone calls, correspondence, meetings, etc...  
**TASK COST: Hourly per Time & Materials Schedule  
 (Not to Exceed \$6,000.00)**

**Bio-Tech Consulting, Inc.**  
**Time & Materials Schedule**

Expert Witness	\$250.00/Hour
President, John Miklos	\$155.00/Hour
Vice President/Directors	\$120.00/Hour
Project Manager	\$110.00/Hour
Wildlife Specialist	\$100.00/Hour
Field Biologist	\$95.00/Hour
Field Technician	\$85.00/Hour
GIS	\$85.00/Hour
Administrative	\$45.00/Hour

Materials Cost Cost + 12%

Bio-Tech Consulting's company policy requires that the Proposal for Services must be executed and returned via fax, email or post prior to initiation of any work associated with this scope and/or project. The client will only be



INITIAL. \_\_\_\_\_ (BTC) \_\_\_\_\_ (Client)

billed for the tasks and/or hours completed. Fees and all other charges will be billed monthly or as the work progresses and the net amount shall be due at the time of invoicing. Any Time and Materials work is based on the above rates and any actual costs incurred. Any work requested outside of this Proposal for Services described above would require either an additional contract or authorization for Time and Materials. Any balance remaining unpaid after 30 days of initial invoicing will be subject to an interest charge of 12% APR (not to exceed the maximum rate allowable by law). The client agrees that any balance remaining unpaid after 90 days from the date of the initial invoicing shall be deemed in default. The client further agrees that in the event payment is not made and the amount is referred to a Collection Agency and/or an attorney, to pay all cost of collection, including but not limited to, all collection agency fees, attorney's fees, paralegal fees, court costs, and investigative fees. It is also agreed that if legal action is necessary to collect on the account, the State of Florida, Orange County, will retain jurisdiction and venue over the matter. Client confirms project limits as outlined/illustrated in this agreement, accepts the general conditions attached herein and agrees that Bio-Tech Consulting, Inc., and its staff and assigns, have full access to the identified property, for the purposes of completing the tasks identified in the above Proposal for Services.

**MUTUALLY UNDERSTOOD AND AGREED:**

\_\_\_\_\_  
**John Miklos, President  
Bio-Tech Consulting, Inc.**

7-27-2015  
\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**David W. Hamstra**

\_\_\_\_\_  
**Date**

Billing Information: Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_



INITIAL: \_\_\_\_\_ (BTC) \_\_\_\_\_ (Client)

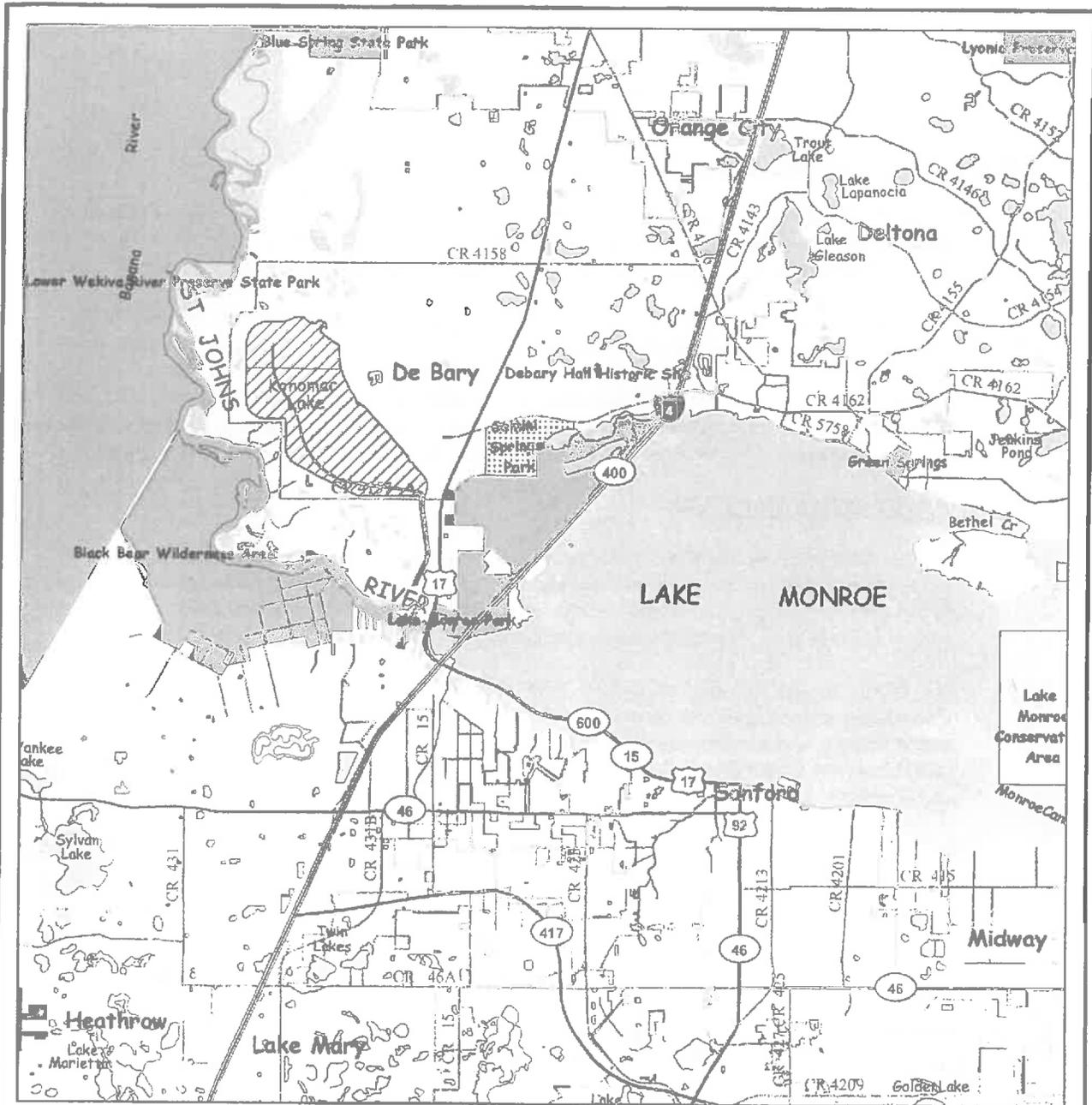
Cell: \_\_\_\_\_

Fax: \_\_\_\_\_

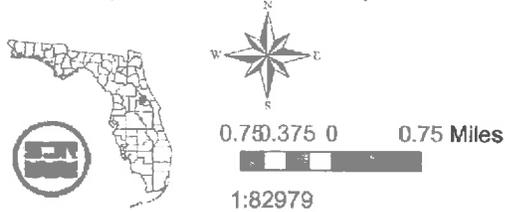
E-mail: \_\_\_\_\_

**Please check here if you prefer to receive a paper invoice**

*PHS*  
INITIAL: \_\_\_\_\_ (BTC) \_\_\_\_\_ (Client)



**Gemini Springs Addition  
Figure 1: Location Map**



**Legend**

- Gemini Springs Addition
- District - full fee
- District - less than fee
- District - joint ownership
- Potential
- 2005 Florida Public Lands: Not Owned by District
- Reservoir
- Marsh, Wetland, Swamp
- City
- Town
- Village
- Census Designated Place

**Bio-Tech Consulting, Inc.**  
**General Contract Conditions**

**SECTION 1: RESPONSIBILITIES**

- 1.1 Bio-Tech Consulting, Inc. heretofore referred to as the “Consultant” has the responsibility for providing the services described under the “Scope of Services” section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner.
- 1.2 The “Client”, or a duly authorized representative, is responsible for providing the Consultant with a clear understanding of the project nature and scope. The Client shall supply the Consultant with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow the Consultant to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

**SECTION 2: STANDARD OF CARE**

- 2.1 Services performed by the Consultant under this Agreement are expected by the Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the Consultant’s profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.
- 2.2 The Client recognizes that conditions may vary from those observed at locations where observations and analysis has occurred, and that site conditions may change with time. Data, Interpretations, and recommendations by the Consultant will be based solely on information available to the Consultant at the time of service. The Consultant is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties’ interpretations or use of the information developed.

**SECTION 3: SITE ACCESS AND SITE CONDITIONS**

- 3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for the Consultant to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted Consultant free access to the site. The Consultant will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.

**SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL**

- 4.1 Any samples obtained from the project during performance of the work shall remain the property of the Client.
- 4.2 The Consultant will dispose of or return to Client all remaining samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client’s expense upon Client’s prior written request.

#### **SECTION 5: BILLING AND PAYMENT**

- 5.1 Consultant will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classification.
- 5.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one percent (1%) per month, or the maximum rate allowed by law, on past due accounts.
- 5.3 If the Consultant incurs any expenses to collect overdue billing on invoices, the sums paid by the Consultant for reasonable attorney's fees, court costs, Consultant's time, Consultant's expenses, and interest will be due and owing by the Client.

#### **SECTION 6: OWNERSHIP OF DOCUMENTS**

- 6.1 All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Consultant, as instruments of service, shall remain the property of the Consultant.
- 6.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.
- 6.3 The Consultant will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

#### **SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS**

- 7.1 Client warrants that a reasonable effort has been made to inform Consultant of known or suspected hazardous materials on or near the project site.
- 7.2 Under this agreement, the term hazardous materials will include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls and asbestos.
- 7.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Consultant and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. Consultant and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for Consultant to take immediate measures to protect health and safety. Client agrees to compensate Consultant for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.
- 7.4 Consultant agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold Consultant harmless for any and all consequences of disclosure made by Consultant which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

- 7.5 Notwithstanding any other provision of the Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability, and/or defense costs for injury or loss arising from Consultant's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by the Consultant which are found to be contaminated.

#### **SECTION 8: RISK ALLOCATION**

- 8.1 Unless a Client specific certificate of liability insurance is requested at time of proposal acceptance, Client agrees that Consultant's liability for any damage on account of any error, omission or other professional negligence will be limited to a maximum of \$10,000.

#### **SECTION 9: INSURANCE**

- 9.1 The Consultant represents and warrants that it and its agents, staff and Consultants employed by it, is and are protected by or exempt from worker's compensation insurance and that Consultant has such coverage under public liability and property damage insurance policies which the Consultant deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Consultant agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by Consultant, its agents, staff, and consultants employed by it. The Consultant shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save consultant harmless for loss, damage or liability arising from acts by client, client's agent, staff, and other consultants employed by Client.

#### **SECTION 10: DISPUTE RESOLUTION**

- 10.1 All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this Agreement will be submitted to 'alternative dispute resolution' (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law.
- 10.2 If a dispute at law arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then:
- (a) the claim will be brought and tried in judicial jurisdiction of the court of the county where Consultant's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and
  - (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim related expenses.

**SECTION 11: TERMINATION**

- 11.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed pursuant to this agreement through the date of termination.
- 11.2 In the event of termination or suspension for more than (3) three months, prior to completion of all reports contemplated by this Agreement, Consultant may complete such analyses and records as are necessary to complete his files and also complete a report on the services performed to the date of notice of termination or suspension. The Consultant shall be entitled to payment for services for said completion, including all direct costs associated in completing such analyses, records and reports.

**SECTION 12: ASSIGNS**

- 12.1 Neither the Client nor the Consultant may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

**SECTION 13: GOVERNING LAW AND SURVIVAL**

- 13.1 The laws of the State of Florida will govern the validity of these terms, their interpretation and performance.
- 13.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.





**Bio-Tech Consulting Inc.**  
Environmental and Permitting Services

info@bio-techconsulting.com  
www.bio-techconsulting.com

January 21, 2016

David W. Hamstra, P.E.  
Principal / Project Manager  
Pegasus Engineering, LLC  
301 West State Road 434, Suite 309  
Winter Springs, FL 32708

**Proj: City of DeBary-Gemini Springs Parcel  
Volusia County, Florida**

<b>Parcel IDs:</b>	<b>09-19-30-00-00-0010</b>	<b>10-19-30-00-00-0010</b>
	<b>03-19-30-00-00-0230</b>	<b>02-19-30-00-00-0002</b>
	<b>11-19-30-00-00-0010</b>	<b>15-19-30-00-00-0010</b>
	<b>15-19-30-00-00-0020</b>	<b>16-19-30-00-00-0010</b>
	<b>09-19-30-00-00-0030</b>	

**Re: Proposal for Environmental Services – Permitting  
(BTC Proposal No. 15-562)**

Dear Mr. Hamstra:

Bio-Tech Consulting, Inc. (BTC) is pleased to provide this proposal for environmental services associated with the City of DeBary-Gemini Springs Parcel located in Volusia County.

If you would like BTC to proceed with the scope outlined herein, please sign the signature block, complete the billing information section and initial where provided, then return to my attention. Should you have any questions or require any additional information, please do not hesitate to contact our office at (407) 894-5969 or toll free at (877) 894-5969. Thank you.

Regards,

Jay Baker  
Director

attachments

Orlando Office  
2002 East Robinson St  
Orlando, FL 32803

Vero Beach Office  
4445 N. A1A  
Suite 221  
Vero Beach, FL 32963

Jacksonville Office  
2036 Forbes St.  
Jacksonville, FL 32204

Tampa Office  
6011 Benjamin Rd.  
Suite 101B  
Tampa, FL 33634

Key West Office  
1107 Key Plaza  
Suite 259  
Key West, FL 33040

Aquatic & Land  
Management Operations  
3825 Rouse Rd.  
Orlando, FL 32817

Native Plant Nursery  
DCC Farms  
8580 Bunkhouse Rd.  
Orlando, FL 32832

407.894.5969  
877.894.5969  
407.894.5970 Fax