

**STANDARD PROFESSIONAL CONSULTING SERVICES  
CONTRACT DOCUMENTS**

**FOR**

**AGREEMENT BETWEEN  
ESCAMBIA COUNTY**

**AND**

**HDR Engineering, Inc.**

**PD 13-14.087, Solid Waste Consulting Services for Recycling Services Evaluation**

**FORM G: CONSULTING SERVICES FOR STAND-ALONE  
PROJECTS**

**(Revised July 11, 2013)**

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## AGREEMENT

THIS AGREEMENT is made and entered into this 17th day of November, 2014, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and HDR Engineering, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 25 West Cedar Street, Suite 200, Pensacola, Florida 32502, and whose Federal tax identification number is 47-0680568 (hereinafter referred to as the "Consultant").

### **ARTICLE I** **DEFINITIONS AND IDENTIFICATIONS**

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 **BOARD OF COUNTY COMMISSIONERS:** The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 **CONSULTANT:** HDR Engineering, Inc. is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 **CONTRACT ADMINISTRATOR:** Whenever the term "Contract Administrator" is used herein, it is intended to mean Pat T. Johnson, Department Director, Solid Waste. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 **CONTRACT SERVICES:** The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 **COUNTY:** Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 **LUMP SUM COMPENSATION:** Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 **NOTICE TO PROCEED:** A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 **PROJECT:** It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 13-14.087, Solid Waste Consulting Services for Recycling Services Evaluation.

**ARTICLE 2**  
**PREAMBLE**

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 14-15 in the amount of One Hundred Forty Eight Thousand Six Hundred Twenty One Dollars (\$148,621.) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

**ARTICLE 3**  
**SCOPE OF WORK**

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 13-14.087, Solid Waste Consulting Services for Recycling Services Evaluation, and as represented in the Consultant's Letter of Interest response to PD 13-14.087, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is \$N/A.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

**ARTICLE 4**  
**TIME FOR PERFORMANCE**

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

**ARTICLE 5**  
**COMPENSATION AND METHOD OF BILLING AND PAYMENT**

5.1 **COMPENSATION:** The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of One Hundred Forty Eight Thousand Six Hundred Twenty One Dollars (\$148,621.). Final payment will be subject to approval by the Board of County Commissioners.

5.2 **FEE SCHEDULE:** The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 **DIRECT EXPENSES:** Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

- (a) Transportation expenses in connection with the Project.
- (b) Living expenses in connection with travel and any other travel expenses.
- (c) Long distance communications and other miscellaneous budget expenses.
- (d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

- (e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

- (a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

- (b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

- (c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

- (a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

- (b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

- (c) Payments and Notices to the Consultant shall be made to:

HDR Engineering, Inc.  
25 West Cedar Street, Suite 200  
Pensacola, Florida 32502

- (d) Invoices to the County shall be sent to:      Notices to the County shall be sent to:

Pat T. Johnson  
Department Director  
Solid Waste  
13009 Beulah Road  
Cantonment, FL 32533

Jack R. Brown  
County Administrator  
P.O. Box 1591  
Pensacola, Florida 32597-1591

**ARTICLE 6**  
**ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK**

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

**ARTICLE 7**  
**COUNTY'S RESPONSIBILITIES**

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

**ARTICLE 8**  
**CONSULTANT'S RESPONSIBILITIES**

8.1 **QUALITY OF SERVICES:**

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions

as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

## 8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

## ARTICLE 9 GENERAL PROVISIONS

### 9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

## 9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

## 9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
- (b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Professional Liability coverage with \$1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than \$5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
- (f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Claudia Simmons, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall

result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment

eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and HDR Engineering, Inc., signing by and through its John Wimberly, P.E., Vice President, duly authorized to execute same.

COUNTY:  
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: \_\_\_\_\_  
Jack R. Brown, County Administrator

Date: \_\_\_\_\_

BCC Approved: November 17, 2014

CONSULTANT:  
HDR Engineering, Inc., a Florida Corporation authorized to do business in the State of Florida.

By: \_\_\_\_\_  
John Wimberly, P.E., Vice President

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

ATTEST: Corporate Secretary

By: \_\_\_\_\_  
Secretary

## **Scope of Services – Recycling Services Evaluation**

Over the past year, Escambia County (County) and the Escambia County Utilities Authority (ECUA) have been in active discussions regarding the future of solid waste disposal and recycling services in the County. Most recently, the County and ECUA have agreed to some basic principles for the continued development of solid waste and recycling programs. Escambia County has retained HDR to assist the County with on-going discussions between the County, ECUA, and City of Pensacola (City). The Scope of Services outlined below summarizes the major tasks anticipated to be completed by HDR in support of the County. However, the path forward involves a variety of different parties and complex issues, as well as the potential for a fundamental shift in the way Escambia County manages its solid waste stream. Due to the nature of the work, it is challenging to anticipate the precise level of effort that will be required of HDR in order to best serve the County. We look forward to discussing this Scope of Services with the County, and determining the appropriate level of effort for each task.

### **Task 1 – Project Management and General Advisory Services**

As part of Task 1 – Project Management, the HDR Team will maintain regular communication with the County in order to keep County staff and decision makers informed about the status of this effort and otherwise execute this project. Task 1 will be used to provide the County with regular project status updates including action items completed, schedule, budget, and issues which may inhibit project progress.

#### Assumptions:

- 7hours per month for required meetings, conference calls, and correspondence..
- 7hours per month for project management and reporting.
- The level of effort for this task does not include preparation for or participation in a BOCC presentation or briefing.
- The schedule for the tasks outlined below is estimated to be approximately 6 months.

### **Task 2 – Procurement Support and Document Review**

HDR understands that ECUA has agreed to draft a procurement document to solicit potential vendors that can provide recycling services to the County. As part of this task, HDR will assist the County with the following:

- Reviewing draft procurement documents and the sample contract prepared by ECUA and providing consolidated comments to the County and/or ECUA for consideration.
- Participating in required meetings, conference calls, and email correspondence to discuss comments on the draft procurement documents.

#### Assumptions:

- Review of up to two drafts of the draft RLI/RFP and sample contract and providing consolidated comments.

## Exhibit "A"

- Participation in one meeting and one conference call to discuss the draft procurement documents.

### **Task 3 – Procurement Review and Due Diligence**

It is anticipated that multiple vendors will provide responses to the County/ECUA procurement document that is released. As part of this task, HDR will assist the County in performing a technical and financial review of responses received. Services to be provided by HDR under this task may include:

- Technical review including proposed technologies/processes, specified equipment, throughput rates, recovery vs. disposal rates, material marketability, and reference checks.
- Financial review including cost of service to ECUA/County over the life of the contract, vendor financial solvency, and credit worthiness.
- Meetings and conference calls, as required, to discuss responses reviewed.

To the extent that facility tours are deemed necessary, HDR's time and expense to participate in the tours will be considered Additional Services (Task 6) and compensated through an increase in the project budget.

#### Assumptions:

- Review of up to 3 vendor responses.
- Participation in one proposal review meeting and two proposal review conference calls.

### **Task 4 – Contract Negotiation**

Upon selection of a vendor, HDR will assist the County in working with ECUA to negotiate a contract. It is anticipated that multiple meetings and conference calls with the vendor and County/ECUA may be required as part of this task. For document review, HDR will provide a consolidated set of comments to the County for each iteration of the draft contract that is produced.

#### Assumptions:

- Review of up to 3 drafts of the contract document.
- Participation in one in-person meeting and one conference call with the County and selected vendor for contract negotiation.

### **Task 5 – Financial Analysis and Efficiency Study**

To the extent the County and ECUA elect to move forward with a new recycling facility that diverts a substantial portion of waste flows from the County's Perdido Landfill, the County and ECUA will need to discuss alternatives to maintain the financial solvency of the County's Solid Waste Enterprise Fund including the operations of the Perdido Landfill. It is HDR's understanding that the County has previously prepared a three year financial model for the Perdido Landfill and associated cost centers. HDR will assist the County by reviewing the financial model prepared by the County and making suggestions for improvements to the model that will assist in determining the adequacy of revenues at various levels of waste volumes. HDR will also conduct an analysis that projects the amount of County resources required to perform functions funded through the Solid Waste Enterprise Fund. HDR will further assist the County in evaluating alternative revenue sources to include host fees, franchise fees, etc. that could be utilized to offset the loss of revenue from reduced waste volumes. Services to be provided by HDR under this task will include:

## Exhibit "A"

- Reviewing the solid waste financial data for reasonableness, and verifying the accuracy of data with County staff, to the extent necessary. It should be noted that HDR does not anticipate independently verifying the accuracy of County data, and will rely on discussions with appropriate County staff to determine the reasonableness of the solid waste financial data.
- Making minor modifications (and / or adding worksheets) to the model to evaluate Enterprise Fund finances and break-even costs at various levels of waste quantities.
- Conducting a facility evaluation to project "fixed" vs. "variable/go-away" costs.
- Development and evaluation of alternative revenue sources to support Enterprise Fund operations.
- Meetings/conference calls with the County to present the results derived from the analysis.

### Assumptions:

- County to provide HDR with a three year financial model in MS Excel format that is well organized and accurately reflects County operations.
- Participation in one in-person meeting to discuss the model and efficiency evaluation in addition to participating in up to 2 conference calls.
- Three days of staff time to observe County operations in order to develop an understanding of staff, equipment, etc. required at various waste volumes.

### **Task 6 – Additional Services**

As mentioned above, the scope of this project involves the potential for a major shift in the way Escambia County manages its solid waste stream. As such, HDR is available to assist the County with Additional Services as they become necessary. Such Additional Services may include:

- Public involvement/communications
- Facility tours (to prospective vendor sites)
- Modifications to legal documents, ordinances, etc.
- Site selection reviews
- Financial reviews
- Efficiency study
- Other services deemed necessary by the County.

To the extent that these services are deemed necessary and/or additional meetings, etc. are required beyond the limits specified in the Scope of Services above, HDR and the County will amend the scope and budget associated with this effort to incorporate the requested services.

Exhibit "B"

Not Applicable, dependent on solicitation and negotiations between Escambia County Board of County Commissioners, ECUA and City of Pensacola.

# Exhibit "C"

Solid Waste Consulting Services for Recycling Services Evaluation  
28-Oct-14

Task Description	Staff Effort Forecast (Hrs)							Labor (\$)				Expenses (\$)				
	Proj. Dir.	Prin. Eng.	Prin. Analyst	Sr. Analyst	Clerical II	Sr. Accounting	Total Hours	Total Direct Labor (\$)	Operating Margin	Labor Budgeted OH	Total Labor (\$)	Travel	Subs	Sub Mark-Up	Total Exp. (\$)	Total Fee (\$)
	\$76.93	\$81.50	\$63.57	\$34.82	\$28.01	\$44.52										
<b>SUMMARY OF TASKS</b>																
<b>Task 100 Project Management and General Advisory Services (6 Months)</b>	<b>28</b>	<b>0</b>	<b>0</b>	<b>28</b>	<b>14</b>	<b>10</b>	<b>80</b>	<b>\$9,866</b>	<b>\$1,150</b>	<b>\$10,915</b>	<b>\$12,066</b>	<b>\$ 1,000</b>	<b>\$ 4,000</b>		<b>\$5,000</b>	<b>\$17,066</b>
Project Setup, Project Management, Project Accounting	12			20	8	10	50							\$1,000	\$4,000	
Correspondence with County Staff on Project Status	16			8	6		30									
<b>Task 200 Procurement Support and Document Review</b>	<b>44</b>	<b>6</b>	<b>6</b>	<b>58</b>	<b>10</b>	<b>0</b>	<b>124</b>	<b>\$6,555</b>	<b>\$1,901</b>	<b>\$18,039</b>	<b>\$19,940</b>	<b>\$ 600</b>	<b>\$9,000</b>		<b>\$9,600</b>	<b>\$29,540</b>
Review Initial Draft Procurement Docs	16	4	4	18	4		46								\$4,000	
Participate in Initial Draft Procurement Meeting	10			18	2		30							\$600	\$1,000	
Review Second Draft Procurement Docs	14	2	2	14	2		34								\$3,000	
Participate in Second Draft Procurement Conference Call	4			8	2		14								\$1,000	
<b>Task 300 Procurement Review and Due Diligence</b>	<b>66</b>	<b>9</b>	<b>6</b>	<b>96</b>	<b>8</b>	<b>0</b>	<b>185</b>	<b>\$9,759</b>	<b>\$2,890</b>	<b>\$26,857</b>	<b>\$29,687</b>	<b>\$ 600</b>	<b>\$ 5,250</b>		<b>\$5,850</b>	<b>\$35,537</b>
Technical Review of 3 Vendor Proposals	36	6	3	36	2		83								\$3,000	
Financial Review of 3 Vendor Proposals	12	3	3	36	2		56								\$500	
Proposal Review Meeting #1	10			16	2		28							\$600	\$750	
Proposal Review Conference Call #1	4			4	1		9								\$500	
Proposal Review Conference Call #2	4			4	1		9								\$500	
<b>Task 400 Contract Negotiations</b>	<b>40</b>	<b>8</b>	<b>8</b>	<b>52</b>	<b>8</b>	<b>0</b>	<b>116</b>	<b>\$6,272</b>	<b>\$1,819</b>	<b>\$17,262</b>	<b>\$19,081</b>	<b>\$ 600</b>	<b>\$ 4,500</b>		<b>\$5,100</b>	<b>\$24,181</b>
Contract Review #1	10	4	4	12	2		32								\$1,500	
Contract Review #2	10	2	2	10	1		23								\$1,000	
Contract Review #3	6	2	2	6	1		17								\$500	
Contract Negotiation Meeting #1	10			18	2		30							\$600	\$1,000	
Contract Negotiation Conference Call #2	4			6	2		12								\$500	
<b>Task 500 Financial Analysis</b>	<b>44</b>	<b>40</b>	<b>26</b>	<b>118</b>	<b>8</b>	<b>0</b>	<b>236</b>	<b>\$12,631</b>	<b>\$5,663</b>	<b>\$54,759</b>	<b>\$58,422</b>	<b>\$ 1,875</b>	<b>\$ 2,000</b>		<b>\$3,875</b>	<b>\$42,297</b>
Review County Financial Model and Data	8			20	2		30									
Modify Financial Model	6		24	60	1		91									
Facility Analysis to Support Fixed vs. Op. Costs	6	40		2	1		49							\$1,275		
Alternative Review Steam Analysis	6		2	16	1		25									
Financial Model Meeting #1	10			12	1		23							\$600	\$1,000	
Financial Model Conference Call #1	4			4	1		9								\$500	
Financial Model Conference Call #2	4			4	1		9								\$500	
<b>TOTALS</b>	<b>222</b>	<b>63</b>	<b>46</b>	<b>352</b>	<b>48</b>	<b>10</b>	<b>741</b>				<b>\$ 119,196</b>	<b>\$ 4,675</b>	<b>\$ 24,750</b>	<b>\$ -</b>	<b>\$ 29,425</b>	<b>\$ 148,621</b>
															<b>Total Lump Sum Fee = \$148,621</b>	