

**STANDARD PROFESSIONAL CONSULTING SERVICES  
CONTRACT DOCUMENTS**

**FOR**

**AGREEMENT BETWEEN  
ESCAMBIA COUNTY**

**AND**

**Volkert, Inc.**

**PD 14-15.018, Stillbrook Road Drainage Improvements**

**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 19th day of February, 2015, 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 Volkert, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 651 East Burgess Road, Suite 53, Pensacola, Florida 32504, and whose Federal tax identification number is 63-0247014 (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:** Volkert, 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 Nicolas Chauvin, Engineering Project Coordinator, Public Works/Engineering. 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 14-15.018, Stillbrook Road Drainage Improvements.

**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 Fifty Nine Thousand Two Hundred and Six Dollars (\$59,206.00) 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 14-15.018, Stillbrook Road Drainage Improvements, and as represented in the Consultant's Letter of Interest response to PD 14-15.018, 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 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 \$unknown.

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 Fifty Nine Thousand Two Hundred and Six Dollars (\$59,206.00). 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:

Volkert, Inc.  
651 East Burgess Road, Suite 53  
Pensacola, Florida 32504

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

Nicolas Chauvin  
Engineering Project Coordinator  
Public Works/Engineering  
3363 West Park Place  
Pensacola, FL 32501

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 Volkert, Inc., signing by and through its Russell Howell, 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: February 19, 2015

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

By: \_\_\_\_\_  
Russell Howell, Vice President

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

ATTEST: Corporate Secretary

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



February 3, 2015

Mr. Paul Nobles, CPPO, CPPB, FCCM, FCN, FCPM  
Escambia County Purchasing Coordinator  
213 Palafox Place- 2<sup>nd</sup> Floor  
Pensacola, FL 32502

**Re: PD 14-15.018- Stillbrook Road Drainage Improvements Project- Final Design Scope of Services and Fee Proposal**

Dear Mr. Nobles,

Volkert, Inc. is pleased to provide the Engineering Services for the Stillbrook Road Drainage Improvements Project. It is our understanding that the existing culverts crossing Stillbrook Road were damaged during the April 29<sup>th</sup> and 30<sup>th</sup> rainfall event in Escambia County, Florida. The purpose of the project is to repair/replace the existing roadway and culvert while analyzing the existing drainage system and confirm any proposed changes will not cause damage to the drainage system. The culvert crossing and key components will be designed to meet current Escambia County standards, codes and specifications to provide future sustainability to the key system components in the area. All services for design and construction shall meet the minimum requirements for County funding reimbursement through FEMA.

The Scope of Services will include the following:

**Surveying Services- Sub-Consultant: Fabre Engineering & Surveying:**

- Develop Topographic survey of Stillbrook Road from Hollowbrook Drive to Pickwood Drive. Field Survey will include the following:
  - Topographic Information, Min. of two(2) Benchmarks, Cross Sections(max. 100' Intervals), Utility, Drainage Structures, Drainage Easements and As-built survey from 5' beyond the Right-of-way to 5' beyond the Right-of-way
  - Wetland Flagging Location
  - Quiet Creek Channel cross-sections 100' upstream and downstream from Stillbrook Road Culvert Crossing

**Geotechnical Services- Sub-Consultant: Nova Engineering and Environmental:**

- Complete Two (2), 15 LF deep Standard Penetration Test (SPT) Borings along opposite shoulders of Stillbrook Road to evaluate the subsurface conditions present at the culvert crossing
- Complete One (1) pavement core and 5 LF deep hand auger in the roadway alignment to identify the current pavement sections
- Provide MOT Services during drilling
- Evaluation, Recommendations and Final Report





**Engineering Services:**

- Coordination with County Staff, NFWFMD, USACE and FEMA to obtain necessary permits/funding
- Field Reviews of Existing Site Conditions
- Sub-consultant oversight and coordination
- Complete Plans and Specifications for the Culvert Replacement and Roadway repair – 60%, 90%, and 100%
- Gant Chart Schedule updates with each submittal – 60%, 90%, and 100%
- Plan Reviews with County Staff including cursory review meeting prior to submittals – 60%, 90%, and 100%
- Monthly Status Reports to Escambia County Project Manager
- Provide recommendations and design to meet current Escambia County standards, codes and specifications to provide future sustainability to the culvert key system components.
- Detailed Hydrologic and Hydraulic Studies of the Stillbrook Road culvert using existing Scenic Hills Basin Master Plan. The culvert crossing will be analyzed to confirm the roadway does not overtop during a 100-year storm event and to determine the immediate upstream and downstream effects based on the information provided by the county.
- Cost estimates via the Escambia County Pricing agreement, preliminary at 60% submittal, final draft at 90% submittal and final at 100% submittal. Cost estimates will include Replace-In Kind Estimates and Mitigation/Improvements Estimates for FEMA Reimbursement.
- Utility coordination and plans-in hand walk through at all phase submittals
- Prepare Bid Documents as required in accordance with Escambia County requirements
- Attend pre-bid meetings, as necessary, with Escambia County Engineering and Purchasing Department
- Respond to all RFI's and issue any addendums throughout the Bid Process
- Attend one (1) Bid Opening Meeting with Escambia County Engineering and Purchasing Department
- Tabulate Bids and make recommendations to Escambia County Engineering Staff
- Attend one (1) Preconstruction Conference with Escambia Staff and the selected Contractor
- Prepare As-Built Certifications based on the Contractor redlines, post construction meetings and inspections
- Coordination with Escambia County GIS Manager for integration of all final project data for Lucity Asset Management System.



**Environmental Services:**

- Initial site visit by Volkert Environmental. General measurements/dimensions of areas damaged.
- Provide Pre and Post photo Documentation (GPS referenced to recreate context)
- Wetland Delineation Flagging and Coordination with Surveyor
- Arrange for initial on-site review with USACE and NFWMD ERP to determine agency compliance requirements under Emergency Orders
- Develop Wetland Impacts plans in coordination with project design engineers
- Obtain permits/approval for wetland impacts from USACE and NFWMD ERP
- Permit Fees provided as part of Optional “As-Needed” Services

**Optional “As-needed” Services:**

- Public Involvement to include time onsite to notify adjacent or affected property owners of project updates and to respond to questions.
- Permit Fees.
- Limited Construction Engineering Services to address issues with design, any unforeseen conditions, monitor construction and as-built drawing inspections.

**Deliverables:**

**1- Survey/Geotechnical Submittal-**

- Signed and Sealed Topographical Survey- 5 Hard Copies, 1 Electronic Copy
- Signed and Sealed Copy of the Geotechnical Report- 1 Hard Copy, 1 Electronic Copy

**2- 60% Submittal-**

- 60% Plans which include preliminary Key Sheet/General Notes/Roadway Design/Culvert Design/Summary of Pay Items/ Typical Road Section/Typical Culvert Section/Details/Summary of Quantities/Cross Sections/SWPPP/Wetland Impacts- - 2 Hard Copies, 1 electronic copy (original format and .pdf)
- Preliminary Hydrological Study- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- Preliminary Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)

**3- 90% Submittal-**

- 90% Plans which include complete Key Sheet/General Notes/Roadway Design/Culvert Design/Summary of Pay Items/ Typical Road Section/Typical Culvert Section/Details/Summary of Quantities/Cross Sections/SWPPP/Wetland Impacts- 2 Hard Copies, 1 electronic copy (original format and .pdf)
- Final Hydrological Study- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- Final Draft Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)

**4- 100% Submittal-**

- 100% Plans which include final Key Sheet/General Notes/Roadway Design/Culvert Design/Summary of Pay Items/ Typical Road Section/ Typical Culvert Section/Details/Summary of Quantities/Cross Sections/SWPPP/Wetland Impacts- 2 Hard Copies, 1 electronic copy (original format and .pdf)
- Final Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- Bid Documents using Escambia County Standard Bid Documents- 2 Hard Copies, 1 electronic copy (original format and .pdf)

**5- As-Built/Closeout-**

- As-Built Certifications based on the Contractor redlines, post construction meetings and inspections- 2 Hard Copies, 1 electronic copy (original format and .pdf)

**Items to be provided by Escambia County:**

Escambia County will provide the existing Scenic Hills Master Drainage Plan and as-builts drawings, surveys, calculations and records for upstream and downstream drainage improvements and structures along the Thompson Bayou main channel of the Scenic Hills Drainage Basin. If as-built information is not provided or available, additional surveying may be needed to obtain said information, as surveying for the Scenic Hills drainage basin analysis/modeling is not included in the scope of work.

The Fee Proposal for the above services is as follows:

**Fee Proposal:**

Project: Stillbrook Road Drainage Improvements Project:

Task 1- Surveying- Fabre-	\$ 4,258.25
Task 2- Geotechnical- NOVA-	\$ 2,750.00
Task 3- Engineering Design Services-	\$42,697.75
Task 4- Environmental Services-	\$ 2,500.00
Task 5- *Optional "As-Needed" Services-	<u>\$ 7,000.00- Allowance</u>
<b>Total Fee:</b>	<b>\$ 59,206.00</b>

*\*Optional "As-Needed" Services will be billed at Hourly Rate "as-needed" or for actual permit fees*



**Schedule:**

Work will be scheduled upon receipt of authorization and will continue until complete in order to meet the agreed upon schedule.

Should you have any questions or comments, please give me a call.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Warnke", is written over a horizontal line. The signature is stylized and cursive.

Mike Warnke, P.E.  
Project Manager  
**Volkert, Inc.**

# PD 14-15.018 - Escambia County - Stillbrook Rd. Drainage Improvements

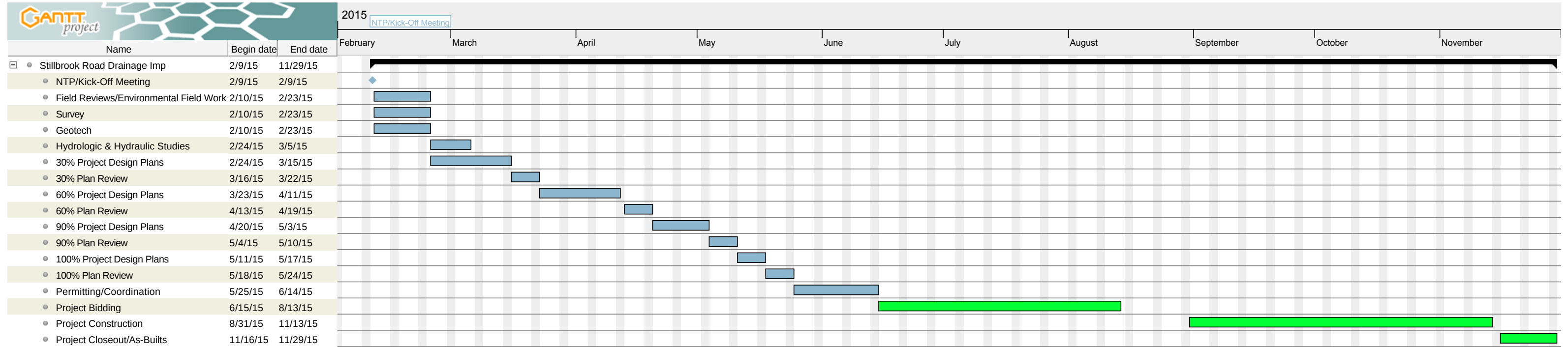
## Project Preliminary Schedule

Exhibit "B"

Jan 28, 2015

### Gantt Chart

3



Project Preliminary Schedule

Tasks

Name	Begin date	End date
Stillbrook Road Drainage Imp	2/9/15	11/29/15
NTP/Kick-Off Meeting	2/9/15	2/9/15
Field Reviews/Environmental Field Work	2/10/15	2/23/15
Survey	2/10/15	2/23/15
Geotech	2/10/15	2/23/15
Hydrologic & Hydraulic Studies	2/24/15	3/5/15
30% Project Design Plans	2/24/15	3/15/15
30% Plan Review	3/16/15	3/22/15
60% Project Design Plans	3/23/15	4/11/15
60% Plan Review	4/13/15	4/19/15
90% Project Design Plans	4/20/15	5/3/15
90% Plan Review	5/4/15	5/10/15
100% Project Design Plans	5/11/15	5/17/15
100% Plan Review	5/18/15	5/24/15
Permitting/Coordination	5/25/15	6/14/15
Project Bidding	6/15/15	8/13/15
Project Construction	8/31/15	11/13/15
Project Closeout/As-Builts	11/16/15	11/29/15

**Exhibit "C"**  
**Escambia County, FL**

<b>Project No.</b>	PD 14-15.018
<b>County</b>	Escambia
<b>Description</b>	Stillbrook Road Drainage Improvements
<b>Scope of Work</b>	Per Volkert Submitted SOW dated 2/3/15
<b>Consultant</b>	Volkert, Inc.

**GRAND TOTAL OF FEE PROPOSAL**

<b>BASE SERVICES</b>	
<b>Environmental Services</b>	\$2,500
<b>Engineering Design Services</b>	\$49,706
<b>SUB-TOTAL BASE FEE</b>	<b>\$52,206</b>
<b>Optional "As-needed" Services</b>	
<b>Public Involvement(\$1500), Permit Fees(\$2500) and Limited Construction Engineering Services(\$3000)</b>	<b>\$7,000</b>
<b>GRAND TOTAL FEE</b>	<b>\$59,206</b>

**LABOR RATES**

<b>Classification</b>	<b>Hourly Rate</b>
Project Manager	\$175.00
Engineer	\$130.00
Environmental Manager	\$175.00
Environmental Professional II	\$130.00
Engineering Technician/CADD	\$95.00
Clerical	\$70.00

**\*\*Certification of Out-of-Pocket Expenses:**

If Out-of-Pocket Expenses are included in this proposal, we hereby certify that these costs are not included in the Combined Overhead Rate and are typically invoiced to all clients as a direct job cost.

**Exhibit "C"**  
**Escambia County, FL**

<b>Project No.</b>	PD 14-15.018
<b>County</b>	Escambia
<b>Description</b>	Stillbrook Road Drainage Improvements
<b>Scope of Work</b>	Per Volkert Submitted SOW dated 2/3/15
<b>Consultant</b>	Volkert, Inc.
<b>Fee Proposal (Engineering Design Base Services)</b>	

<b>PERSONNEL COST</b>			
	Hours	x	Hourly Rate
Project Manager (10% of Eng.)	16.70	\$	175.00
Engineer	167.0	\$	130.00
Engineering Technician/CADD	157.00	\$	95.00
Clerical	40.00	\$	70.00
			\$ 42,347.50
			\$ -
		<b>Sub-Total</b>	<b>\$ 42,347.50</b>
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>			
NOVA Geotechnical		\$	2,750.00
Fabre Engineering & Surveying		\$	4,258.25
			\$ 350.41
Subconsultant Administration Expense (5%)		\$	350.41
		<b>Sub-Total</b>	<b>\$ 7,358.66</b>
		<b>TOTAL FEE</b>	<b>\$ 49,706.16</b>

\*\*See Grand Total Fee sheet



**Exhibit "C"**  
**Escambia County, FL**

<b>Project Number</b>	PD 14-15.018
<b>County</b>	Escambia
<b>Description</b>	Stillbrook Road Drainage Improvements
<b>Scope of work</b>	Per Volkert Submitted SOW dated 2/3/15
<b>Consultant</b> Volkert, Inc.	

<b>ENGINEERING DESIGN TASK</b>	<b>ESTIMATED HOURS</b>	
	<b>ENGINEER HOURS</b>	<b>TECHNICIAN HOURS</b>
<b>BASE SERVICES</b>		
Coordination with County Staff, USACE, NWFWM, & FEMA	10.00	0.00
Field reviews of existing site conditions	4.00	4.00
Develop detailed hydrologic & hydraulic studies of the Stillbrook Rd culvert using existing Scenic Hills Drainage Basin Master Plan and County Supplied Information	16.00	4.00
Surveying/Geotechnical Submittal	2.0	0.00
Develop 60% Plans	38.00	76.00
60% Plan Set Review with County Staff	2.00	0.00
Develop 90% Plans	20.00	40.00
90% Plan Set Review with County Staff	2.00	0.00
Develop 100% Plans & Specifications	8.00	10.00
100% Plan Set Review with County Staff	2.00	0.00
Develop & submit monthly status reports to Escambia County Project Manager	16.00	0.00
Utility Coordination including plans-in hand walk through at phase submittals	12.00	4.00
Cost estimates via Escambia County Pricing Agreement	9.00	3.00
Bidding services for the project including providing bid documents, attending pre-bid meeting, response to RFI's, providing bid recommendation, and attend pre-construction meeting	18.00	8.00
Prepare As-Built Certifications based on contractor redlines. Coordinate final project data with Escambia County GIS Manager	8.00	8.00
<b>SUB-TOTAL BASE SERVICES</b>	<b>167.00</b>	<b>157.00</b>

January 20, 2015

Mr. Mike Warnke, P.E.

**Volkert, Inc.**

651 East Burgess Road, Suite 52

Pensacola, Florida 32504

**Subject:** Proposal to Perform a Subsurface Exploration and Geotechnical Engineering Services  
**Stillbrook Road Drainage Improvements**  
Pensacola, Escambia County, Florida  
NOVA Proposal Number 1615011-G

Dear Mr. Warnke,

**NOVA Engineering and Environmental, LLC (NOVA)** appreciates the opportunity to submit this proposal to provide a subsurface exploration and geotechnical engineering evaluation for the subject project. This proposal contains our understanding of the project, our approach to the exploration, and our fee estimate and schedule.

### **SITE AND PROJECT INFORMATION**

Our understanding of the proposed development is based on:

- Review of emailed project information provided by the client; and
- Our recent experience providing geotechnical services for similar projects in this locale.

We understand that the April 29-30 flood event compromised a section of Stillbrook Road at Quiet Creek in Pensacola – Escambia County, Florida. The existing pipe crossing was damaged, and a new drainage conveyance system that could include a like-kind replacement of the current pipes or a new box culvert structure is planned at this location. We have assumed that finished grade elevations along the roadway alignment of concern will closely match existing grades.

### **PROJECT SCOPE**

The following task is to be completed for this project; NOVA will perform work only for the tasks that apply to our area of expertise. *We acknowledge that a draft version of the final report will be submitted to the client for review and commenting prior to finalizing the report.*

**Final Report and Recommendations - \$2,750**

NOVA will mobilize a drill rig (with a technician to perform MOT services) to the site to perform two (2), 15-foot deep Standard Penetration Test (SPT) borings along opposite shoulders of Stillbrook Road and one (1) pavement core with subsequent 5-foot deep auger boring in the roadway alignment at the culvert crossing location to evaluate the subsurface conditions present. A Summary Report of Findings will then be rendered detailing the results of the borings, and providing conclusions and recommendations for repairing the pavement section and underlying pipe crossing structure, if deemed necessary. This report will be provided within two (2) weeks of receiving a formal NTP.

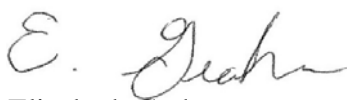
**SCHEDULE AND AUTHORIZATION**

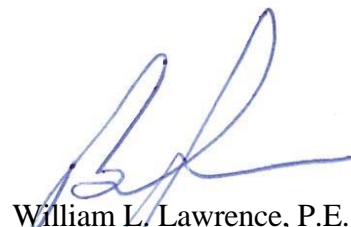
Based upon our current schedule, we can begin work on the project immediately after receiving written authorization to proceed. Our field team can likely mobilize to the site within a few days of the utility locates being completed. We anticipate that fieldwork will take approximately 1 day to complete. If the report is needed sooner, NOVA will make every reasonable effort to accommodate your schedule.

To formalize the agreement between us, please execute a copy of the attached Professional Services Agreement and return it to us. The attached NOVA General Terms and Conditions will govern the work described in this proposal. Please note that the final report cannot be issued without formal, written authorization.

Again, we thank you for the opportunity to submit this proposal and look forward to working with you on this project. In the meantime, please contact us if you have any questions or if we may be of further service.

Sincerely,  
**NOVA ENGINEERING & ENVIRONMENTAL, LLC**

  
Elizabeth Graham  
Staff Engineer

  
William L. Lawrence, P.E.  
Branch Manager

- Attachments: NOVA's Commitment to Quality  
Professional Services Agreement  
Schedule of Fees – Geotechnical Services  
NOVA's General Terms & Conditions

## Exhibit "C" NOVA'S COMMITMENT TO QUALITY

Your local **NOVA** TEAM members are industry leaders and set the standard for qualified and certified personnel. Our Principals, Professional Engineers, Environmental Scientists, Project Managers, Engineer Interns, Special Inspectors, Threshold Inspector Representatives, Engineering Aides and Engineering Technicians are multi-certified by the following entities and/or agencies.

- ✚ Florida Department of Business and Professional Regulation
- ✚ International Code Council (FKA International Conference of Building Officials)
- ✚ National Institute for Certification in Engineering Technologies
- ✚ Florida Department of Transportation – Construction Training Qualification Program
- ✚ American Welding Society & American Society for Nondestructive Testing
- ✚ Campbell Pacific Nuclear Corporation International
- ✚ National Concrete Masonry Association
- ✚ American Concrete Institute
- ✚ Precast Concrete Institute
- ✚ Post-Tensioning Institute

In addition to our local staff's impressive qualifications and certifications, **NOVA's** Laboratory facilities meet the requirements of ASTM's C1077, D3666 and E329. Our laboratories are assessed by **AMRL**, **CCRL**, accredited by **AASHTO (R18)**, **FDOT** Prequalified and **USACE** Validated. Evidence of our current **AASHTO** Scope of Accreditation is shown below.

**Quality Systems** - accredited since 9/6/2007

R18, C1077 (Aggregate), C1077 (Concrete), D3666 (Aggregate), D3666 (Hot Mix Asphalt), D3740 (Soil), E329 (Aggregate), E329 (Hot Mix Asphalt), E329 (Soil)

**Hot Mix Asphalt** - accredited since 9/6/2007

T30, T166, T209, T269, T275, T308, D2041, D2726, D2950, D3203, D5444, D6307

**Soil** - accredited since 9/6/2007

FM5-515, R58, T88, T89, T90, T99, T100, T146, T180, T191, T193, T215, T216, T217, T265, T267, T310, T311, D421, D422, D698, D1140, D1556, D1557, D1883, D2216, D2434, D2435, D2487, D2488, D2974, D4318, D4944, D6938

**Aggregate** - accredited since 9/6/2007

T2, T11, T19, T21, T27, T37, T84, T85, T96, T112, T248, T255, T335, C29, C40, C117, C127, C128, C131, C136, C142, C535, C566, C702, D75, D546, D4791, D5821

**Sprayed Fire-Resistive Material** - accredited since 11/21/2011

E605, E736

**Portland Cement Concrete** - accredited since 9/7/2007

M201, R60, T22, T23, T24, T97, T119, T121, T152, T196, T231, T309, C31, C39, C42, C78, C138, C143, C172, C173, C231, C511, C617 (7000 psi and below), C1064, C1231 (7000 psi and below)

**Masonry** - accredited since 9/7/2007

M201 / C511 (Moist Cabinets, Moist Rooms, and Water Storage Tanks Used in the testing of Hydraulic Cements and Concretes)

C780 (Annex 6) (Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry)

C1019 (Sampling and Testing Grout)



## Professional Services Agreement

<b>Date:</b> January 20, 2015	<b>Proposal Number:</b> 1615011-G
<b>PROJECT NAME AND ADDRESS:</b>  <b>STILLBROOK ROAD DRAINAGE IMPROVEMENTS</b> Pensacola - Escambia County, Florida	<b>CLIENT NAME AND ADDRESS:</b>  <b>VOLKERT, INC.</b> 651 East Burgess Road, Suite 52 Pensacola, Florida 32504 Attn: Mr. Mike Warnke, P.E. Email: <a href="mailto:mike.warnke@volkert.com">mike.warnke@volkert.com</a> Phone: (850) 477.7485 Fax: (850) 477.7517
<b>Consulting Services</b> (reference Scope of Work included herein)	
<div style="text-align: right;"><u>Accepted</u></div> <div style="text-align: right;">Final Report &amp; Recommendations..... <b>\$ 2,750</b> <input type="checkbox"/></div>	
<p>Note: The costs for additional/supplemental, requested and/or authorized services will be invoiced on a time and materials basis in accordance with the unit rates noted herein.</p>	

All work provided by NOVA will be governed by the attached General Terms and Conditions. NOVA will invoice monthly and our payment terms are net 30 days. This proposal is valid for 90 days.

If this proposal is acceptable, please sign and return this professional service agreement and attached proposal to [wlawrence@usanova.com](mailto:wlawrence@usanova.com) or fax to (850) 249-6683.

AUTHORIZED BY:	INVOICE TO:
Signature	Firm
Name	Name
Title	Address
Date	Federal Tax ID

Exhibit "C"

**SCHEDULE OF FEES – GEOTECHNICAL SERVICES**

**ENGINEERING SERVICES** *For engineering & QC services including site visits, engineering analysis, project management, project meetings, report preparation, consultations etc.*

Senior Geotechnical Aide	per hour	\$ 70.00
Staff Engineer	per hour	\$ 85.00
Project Engineer, P.E.	per hour	\$ 95.00
Senior Engineer, P.E.	per hour	\$ 120.00
Chief Engineer, P.E.	per hour	\$ 145.00
Principal Materials Consultant	per hour	\$ 150.00

**DRILLING SERVICES** *Drilling services including costs for mobilization and fieldwork will be quoted upon request.*

Mobilization	lump sum	\$ 500.00
Soil Test borings (n<50 bpf)	per foot	\$ 12.00
<i>Borings deeper than 50 feet will have a \$1.00 per foot surcharge</i>		
Casing (where required) less than 50 feet	per foot	\$ 7.00
Undisturbed Sampling	each	\$ 150.00
Extra Split-spoon samples	each	\$ 35.00
Difficult Moving or Standby	per hour	\$ 155.00
Clearing: light clearing performed by drill crew	per hour	\$ 155.00

**LABORATORY:** *For laboratory testing of selected soil samples.*

Atterberg Limits Testing	per test	\$ 65.00
Natural Moisture Content	per test	\$ 15.00
Standard Proctor	per test	\$ 130.00
Modified Proctor	per test	\$ 145.00
Limerock Bearing Ratio (LBR) Test	per test	\$ 425.00
Grain Size Analysis	per test	\$ 75.00
Percent Fine than No. 200 sieve	per test	\$ 55.00
Consolidation Testing	per test	\$ 425.00
Triaxial Shear Testing 3 point CU	per test	\$ 950.00

**OTHER** *For other job-related expenses.*

Clerical/Drafting	per hour	\$ 50.00
Vehicle Trip Charge	per mile	\$ 0.55
Misc. Direct Expenses/Supplies		Cost plus 20%

**Notes:**

1. Overtime rates (1.5 times the regular rate) will be applied to hours worked outside normal 7:00 am to 5:00 pm business hours, Saturday, Sunday, and holidays.
2. Personnel time expended will be invoiced in ½ hour increments.





January 27, 2015  
150004-00-SOP Revised

VIA EMAIL: <mike.warnke@volkert.com>

Mr. Mike Warnke, P.E.  
Project Manager  
Volkert, Inc.  
651 East Burgess Road  
Pensacola, FL 32504

RE: Stillbrook Road Drainage Improvements

Dear Mr. Warnke:

This letter is in response to your request for a billable breakdown per my survey proposal letter dated January 27, 2015. The scope of services will be to develop a topographic survey of Stillbrook Road from Hollowbrook Drive to Pickwood Drive. Field survey breakdown will be as follows:

**Topographic Survey**

Crew	12 hours	\$120.00	\$1,440.00
CAD	5.5 hours	\$62.50	\$343.75
Survey Tech	3.0 hours	\$62.50	\$187.50
P.S.M.	7.0 hours	\$97.00	\$679.00
<b>TOTAL:</b>			<b>\$2,650.25</b>

**Wetland Flag Location**

Crew	2.0 hours	\$120.00	\$240.00
CAD	2.0 hours	\$62.50	\$125.00
Survey Tech	1.0 hours	\$62.50	\$62.50
P.S.M.	2.0 hours	\$97.00	\$194.00
<b>TOTAL:</b>			<b>\$621.50</b>

**Quiet Creek Channel**

Crew	4.0 hours	\$120.00	\$480.00
CAD	4.0 hours	\$62.50	\$250.00
Survey Tech	1.0 hours	\$62.50	\$62.50
P.S.M.	2.0 hours	\$97.00	\$194.00
<b>TOTAL:</b>			<b>\$986.50</b>

The total price for this work will be \$4,258.25

Sincerely,

FABRE ENGINEERING & SURVEYING

Joseph E. Barrett, P.S.M.  
Survey Manager

JEB/amc