

**STANDARD PROFESSIONAL CONSULTING SERVICES
CONTRACT DOCUMENTS**

FOR

**AGREEMENT BETWEEN
ESCAMBIA COUNTY**

AND

Volkert, Inc.

PD 13-14.061, Professional Services for Crescent Lake Dam Restoration

**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 9th day of April, 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 6601 North Davis Highway, 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 Jeremy King, Senior 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 13-14.061, Professional Services for Crescent Lake Dam Restoration.

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 Two Hundred Five Thousand One Hundred Thirty Dollars and Fifty Cents (\$205,130.50) 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 13-14.061, Professional Services for Crescent Lake Dam Restoration, and as represented in the Consultant's Letter of Interest response to PD 13-14.061, 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 \$675,000.

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 Two Hundred Five Thousand One Hundred Thirty Dollars and Fifty Cents (\$205,130.50). 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.
6601 North Davis Highway, Suite 53
Pensacola, Florida 32504

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

Jeremy King
Senior 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 David Webber, P.E., Senior 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: April 9, 2015

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

By: _____
David Webber, P.E., Senior Vice President

Date: _____

Witness

Witness

ATTEST: Corporate Secretary

By: _____
Secretary



March 25, 2015

Mr. Jeremy King, P.E.
Escambia County Engineering- Division of Public Works
Project Manager
3363 West Park Place
Pensacola, FL 32505

PD 13-14.061 Crescent Lake Dam Restoration Project

Escambia County, FL

Revised Scope of Services:

On April 29th and 30th Escambia County, Florida experienced rainfall in excess of 20 inches. During the rainfall event a portion of the existing earthen dam on the south end of Crescent Lake failed causing the lake to drain and deposit sediment and debris in the adjacent wetland. Crescent Lake serves as a recreational facility for surrounding residents as well as a storm water discharge point for the surrounding area. The purpose of the project is to restore the dam so that functionality can return to the lake. All services for design and construction shall meet the minimum requirements for County funding reimbursement through the United States Department of Agriculture- National Resources Conservation Service (NRCS) - Emergency Watershed Protection (EWP) funding program. Volkert will coordinate with the NRCS throughout the duration of the project. The NRCS- EWP funding requires design and construction to be complete within 220 days of the funding date. The as-builts and final certifications can be completed beyond the 220 day time frame. Volkert has meet with the permitting agencies on several occasions, most recently onsite on Monday, March 23rd with the USACE and a multiple agency, FDEP, NFWFMD and USACE, meeting on Tuesday, March 24th to discuss the scope and permitting requirements for the project. The NFWFMD has jurisdiction for the State of Florida and the work for the Restoration of the Dam and sediment/debris removal will fall under the existing Emergency Order, which has a current expiration date of June 29, 2015. The NFWFMD has indicated that the Emergency Order will be extended for one year, if the emergency order is not extended Volkert has provided an optional services item to obtain an ERP Permit for the work. The USACE has federal jurisdiction and the work for the Restoration of the Dam and sediment/debris removal will fall under a Nationwide Permit 37. Volkert is not aware of any additional permitting requirements required for the proposed scope of work.



The Scope of Services will include the following:

Engineering Services:

- Coordination with County Staff, NFWMD, USACE and NRCS
- Field Reviews of Existing Site Conditions
- Surveying & Geotechnical over-site and coordination
- Coordinate with the Escambia County Project Manager and selected contractor to provide dewatering measures at the dam breach- Provide sketch and written scope of work
- Provide phased plans- Sediment/Debris Removal Plans first and Dam Restoration Plans second
- Complete Plans and Specifications for the Restoration of the Earthen Dam – 30%, 60%, 90%, and 100%
- Plan Reviews with County Staff – 30%, 60%, 90%, and 100%
- Bi-weekly Status Reports to Escambia County Project Manager
- Detailed Hydrologic and Hydraulic Studies of Crescent Lake and watershed area using the effective FEMA Model. Analyses will include a duplicate effective model, corrected effective Model, existing conditions model, April Storm Event model, and alternative models. These alternative models will include but, are not limited to, a proposed conditions model of the dam built back to its original conditions, a proposed conditions model meeting all county, state, and federal regulations (i.e. top of dam elevation above the 100 year base flood elevation), and any other proposed dam scenarios that may be developed based on the geotechnical evaluations. A minimum of one model will be developed to meet the counties specifications as outlined in the PD 13-14.061 Request for Letters of Interest. All existing and proposed conditions models will include analysis of the existing primary overflow structure for capacity and condition. April 29th and 30th storm event modeling will be completed using agreed upon rain fall data.
- All proposed models will include an analysis of the design of an Emergency Overflow Weir for the Dam to possibly prevent future failures
 - o Design will look to improve key components of the emergency overflow to meet current standards and provide sustainable improvements for future storms
- Provide Structural Analysis and Report for Existing Concrete Overflow Structure
- Preparation of an Operation and Maintenance Plan for the Dam and Discharge Structures
- Bidding Services for Sediment/Debris Removal plan to include required Bid Documents, Estimates, Conduct Pre-Bid Meeting, Response to RFI's, provide Bid Recommendations and attend Pre-construction meeting
- Bidding Services for Dam Reconstruction to include required Bid Documents, Estimates, Conduct Pre-Bid Meeting, Response to RFI's, provide Bid Recommendations and attend Pre-construction meeting
- CEI Services for the Dam Reconstruction, provided as an allowance



Environmental Services:

- Initial site visit by Volkert Environmental. General measurements/dimensions of areas damaged.
- Agency Coordination/Permitting
 - o Arrange for initial on-site review with USACE, NFWFMD, NRCS and the County determine agency compliance requirements under Emergency Orders or Nationwide Permits;
 - o Arrange for combined agency meeting at Volkert's Pensacola Office or County office to get approval of proposed activities and proposed methodology.
 - o Continued coordination as needed.
 - o Provide Permitting/Coordination under Emergency Orders or Nationwide Permits
- Delineation of sediment/debris using Trimble Geo XH GPS unit (sub-foot accuracy, post processing) for Jurisdictional Area between Crescent Lake Dam and Michigan Avenue.
 - o Delineate and determine extent and amounts of debris:
 - Downstream of the dam breach(to visual extent);
 - Downstream of outfall structure(approx. 200 feet – to visual extent);
 - Determine extent of sediment/debris in areas not visible from the dam;
- Perform initial evaluation of wetland impacts resulting from sediment and debris deposition;
 - o Develop descriptive text with conclusions, recommendations, and whether leaving sediment in place will lead to future wetland degradation
 - o Coordinate with NRCS and Agencies to determine extent of sediment/debris removal required;
- Develop sediment/debris removal plan;
 - o Estimate quantities
 - o Coordination with receiving locations;
 - o Determine staging areas for dewatering and removal;
 - o Review with County;
 - o Review with Agencies;
- Final Agency Coordination and As-Built Certifications.

*The Environmental scope and fees are based on the work being done under the emergency order or a Nationwide Permit. If an Individual Permit is required it will be prepared under the optional service item below.

Environmental ERP Permit, Optional Service:

- Agency Coordination/Permitting
 - o Arrange for initial on-site review with NFWFMD and County to determine agency compliance requirements under the ERP process and to get approval of proposed activities and proposed methodology;
 - o Continued coordination as needed.
 - o Provide Permitting under ERP Permit



Lake Level -Alarm Notification Design, Optional Service:

- Provide design of Alarm Notification Capabilities for the Overflow Structure to notify Maintenance personnel that orifice needs to be opened to bring the lake levels down, Onsite Training with County Staff on Lake Level Alarm System **Optional Service**

Public Involvement, Optional Service:

- Public Involvement to include time to prepare for and attend meetings with Escambia County Staff and affected residences to discuss the overall project.

Deliverables:

Dewatering Plan- Provide a sketch and written scope to be provided to select contractors- All items to be provided in Electronic (.pdf) and 2 Hard Copies.

30% Submittal- 30% Plans which include preliminary Key Sheet/General Notes/Existing Dam/Typical Dam Section/Details/SWPPP/Cross Sections, Preliminary Sediment/Debris Removal Plan, Permit Applications, as required- All items to be provided in Electronic (.pdf) and 2 Hard Copies.

60% Submittal- 60% Plans which include preliminary Key Sheet/General Notes/Dam Design/Summary of Pay Items/ Typical Dam Section/Details/Summary of Quantities/Emergency Overflow Weir/Cross Sections/SWPPP, Preliminary Specification, Final Sediment/Debris Removal Plan, Preliminary Hydrological Study, Preliminary Slope Stability Analysis, Preliminary O&M Plan for Dam and Discharge Structures, Structural Analysis Report for Existing Discharge Structure, Permit Applications, as required - All items to be provided in Electronic(.pdf) and 2 Hard Copies.

90% Submittal- 90% Plans which include complete Key Sheet/General Notes/Dam Design/Summary of Pay Items/ Typical Dam Section/Details/Summary of Quantities/Emergency Overflow Weir/Cross Sections/SWPPP, Complete Specifications, Final Hydrological Study, Final Slope Stability Analysis, Final O&M Plan for Dam and Discharge Structures- All items to be provided in Electronic(.pdf) and 2 Hard Copies.

100% Submittal- 100% Plans which include final Key Sheet/General Notes/Dam Design/Summary of Pay Items/ Typical Dam Section/Details/Summary of Quantities/Emergency Overflow Weir/Cross Sections/SWPPP, Final Specifications- All items to be provided in Electronic (original format and .pdf) and 2 Hard Copies for County Files.

As-Builts/Closeout- Debris and Sediment Removal Reports and Required Permits/Certifications.



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 on a light-colored rectangular background.

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

13-14.061 Crescent Lake Dam Restoration

Escambia County, FL

Mar 25, 2015
[http://](#)

Project manager
Project dates

Apr 20, 2015 - Nov 10, 2015

Completion
Tasks
Resources

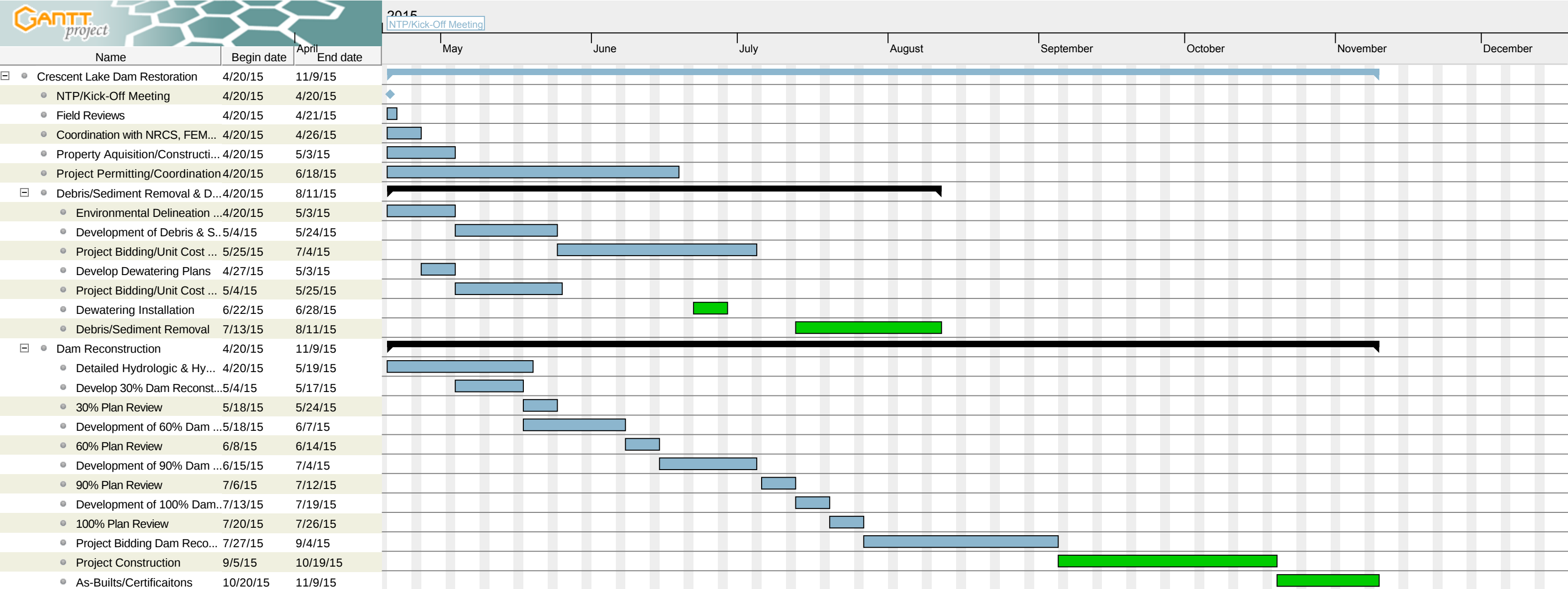
0%
27
0

Tasks

2

Name	Begin date	End date
Crescent Lake Dam Restoration	4/20/15	11/9/15
NTP/Kick-Off Meeting	4/20/15	4/20/15
Field Reviews	4/20/15	4/21/15
Coordination with NRCS, FEMA, County, & Permitting Agencies	4/20/15	4/26/15
Property Aquisition/Construction Easement Approvals	4/20/15	5/3/15
Project Permitting/Coordination	4/20/15	6/18/15
Debris/Sediment Removal & Dewatering	4/20/15	8/11/15
Environmental Delineation of Debris & Sediment	4/20/15	5/3/15
Development of Debris & Sediment Removal Plans	5/4/15	5/24/15
Project Bidding/Unit Cost Agreement Sediment/Debris Removal	5/25/15	7/4/15
Develop Dewatering Plans	4/27/15	5/3/15
Project Bidding/Unit Cost Agreement Dewatering Plans (Under \$50k)	5/4/15	5/25/15
Dewatering Installation	6/22/15	6/28/15
Debris/Sediment Removal	7/13/15	8/11/15
Dam Reconstruction	4/20/15	11/9/15
Detailed Hydrologic & Hydraulic Study	4/20/15	5/19/15
Develop 30% Dam Reconstruction Plans	5/4/15	5/17/15
30% Plan Review	5/18/15	5/24/15
Development of 60% Dam Reconstruction Plans	5/18/15	6/7/15
60% Plan Review	6/8/15	6/14/15
Development of 90% Dam Reconstruction Plans	6/15/15	7/4/15
90% Plan Review	7/6/15	7/12/15
Development of 100% Dam Reconstruction Plans	7/13/15	7/19/15
100% Plan Review	7/20/15	7/26/15
Project Bidding Dam Reconstruction	7/27/15	9/4/15
Project Construction	9/5/15	10/19/15
As-Builts/Certificaitons	10/20/15	11/9/15

Gantt Chart



**VOLKERT, INC.
MANPOWER AND FEE PROPOSAL**

FOR

Escambia County Board of County Commission

Crescent Lake Dam Repair

Escambia County, Florida

**Coordination, Permitting, Construction Plans and
Construction Observation**

March 25, 2015

Exhibit "C"
Escambia County, FL

Project No.	N/A
County	Escambia
Description	Crescent Lake Dam Repair
Scope of Work	Coordination, Permitting, Construction Plans and Construction Observation
Consultant	Volkert, Inc.
GRAND TOTAL OF FEE PROPOSAL	
BASE SERVICES	
Environmental	\$29,992
Engineering Design	\$101,413
SUB-TOTAL BASE FEE	\$131,405
OPTIONAL SERVICES	
Environmental ERP Permitting	\$16,390
Lake Level - Alarm Notification - Develop design of alarm notification capabilities for the overflow structure to notify maintenance personnel that orifice needs to be opened to bring lake levels down	\$5,110
Public Involvement	\$2,244
SUB-TOTAL OPTIONAL FEE	\$23,744
CEI SERVICES BUDGET	
Construction Observation Budget Allowance Billed Hourly Rate as per Attached Fee Schedule (Budget allowance)	\$49,981.50
GRAND TOTAL FEE	\$205,130.50

LABOR RATES

Classification	Hourly Rate
Project Manager	\$155.00
Staff 2 Professional	\$120.00
Environmental Manager	\$155.00
Environmental Professional II	\$120.00
Engineering Technician/CADD	\$100.00
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.



Signed

25-Mar-14

Date

Project Manager

Position/Title

Exhibit "C"
Escambia County, FL

Project No.	N/A
County	Escambia
Description	Crescent Lake Dam Repair
Scope of Work	Coordination, Permitting, Construction Plans and Construction C
Consultant	Volkert, Inc.
Fee Proposal (Environmental Base Services)	

PERSONNEL COST			
	Hours	x	Hourly Rate
Project Manager (10% Env.)	4.40	\$	\$ 155.00
Environmental Manager	44.00	\$	\$ 155.00
Environmental Professional II	174.00	\$	\$ 120.00
Clerical	23.00	\$	\$ 70.00
Total Direct Labor			\$ 29,992.00
Out-of-Pocket Expenses**		\$	\$ -
Sub-Total			\$ 29,992.00
Sub-Total			\$ 29,992.00
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
		\$	\$ -
		\$	\$ -
		\$	\$ -
		\$	\$ -
		\$	\$ -
		\$	\$ -
Subconsultant Administration Expense (5%)		\$	\$ -
Sub-Total			\$ 29,992.00
TOTAL FEE			\$ 29,992.00

**See Grand Total Fee sheet

NOTES:

Exhibit "C"
Escambia County, FL

Project No. N/A
County Escambia
Description Crescent Lake Dam Repair
Scope of Work Coordination, Permitting, Construction Plans and Construction C
Consultant Volkert, Inc.
Fee Proposal (Environmental Optional Services- ERP Permitting)

PERSONNEL COST			
	Hours	x	Hourly Rate
Project Manager (10% Env.)	3.00		\$ 155.00
Environmental Manager	30.00		\$ 155.00
Environmental Professional II	40.00		\$ 120.00
Clerical	10.00		\$ 70.00
Total Direct Labor			\$ 10,615.00
Out-of-Pocket Expenses**			\$ -
Sub-Total			\$ 10,615.00
Sub-Total			\$ 10,615.00
Agency Permitting Fees			
Agency Permitting Fee Allowance	1		\$ 5,500.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ 275.00
Sub-Total			\$ 16,390.00
TOTAL FEE			\$ 16,390.00

**See Grand Total Fee sheet

NOTES:

Exhibit "C"
Escambia County, FL

Project Number N/A County Escambia Description Crescent Lake Dam Repair Scope of work Coordination, Permitting, Construction Plans and Construction Observation Consultant Volkert, Inc.		
ENVIRONMENTAL TASK	ESTIMATED HOURS	
	ENVIRONMENTAL MANAGER HOURS	ENVIRONMENTAL PROFESSIONAL II HOURS
BASE SERVICES		
Initial Site Visit including general measurements/dimensions of areas damaged	4.00	16.00
Provide pre and post removal photodocumentation (GPS referenced)	0.00	8.00
On-site review with County USACE, NFWMD and NRCS	4.00	5.00
Combined agency meeting for review & approval of proposed activities and methodology	2.00	3.00
Delineation of sediment/debris for jurisdictional area at Crescent Lake Dam	14.00	60.00
Develop sediment/debris removal plan for jurisdictional area at Crescent Lake Dam	14.00	60.00
Perform initial evaluation of wetland impacts resulting from sediment and debris disposition	4.00	14.00
Final agency coordination & as-built certification	2.00	8.00
SUB-TOTAL BASE SERVICES	44.00	174.00

Exhibit "C"
Escambia County, FL

Project No.	N/A
County	Escambia
Description	Crescent Lake Dam Repair
Scope of Work	Coordination, Permitting, Construction Plans and Construction Observation
Consultant	Volkert, Inc.
Fee Proposal (Engineering Design Base Services)	

PERSONNEL COST			
	Hours	x	Hourly Rate
Project Manager (10% of Eng.)	54.60	\$	155.00
Staff 2 Professional	546.00	\$	120.00
Engineering Technician/CADD	240.00	\$	100.00
Clerical	49.00	\$	70.00
Total Direct Labor			\$ 101,413.00
Out-of-Pocket Expenses**			\$ -
Sub-Total			\$ 101,413.00
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
Sub-Total			\$ -
TOTAL FEE			\$ 101,413.00

**See Grand Total Fee sheet

3/25/2015

Exhibit "C"
Escambia County, FL

Project No.	N/A
County	Escambia
Description	Crescent Lake Dam Repair
Scope of Work	Coordination, Permitting, Construction Plans and Construction Observation
Consultant	Volkert, Inc.
Fee Proposal (Optional Lake Level Alarm Design)	

PERSONNEL COST			
	Hours	x	Hourly Rate
Project Manager (10% of Eng.)	2.00	\$	155.00
Staff 2 Professional	20.00	\$	120.00
Engineering Technician/CADD	24.00	\$	100.00
Clerical	0.00	\$	70.00
Total Direct Labor			\$ 5,110.00
Out-of-Pocket Expenses**			\$ -
Sub-Total			\$ 5,110.00
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
Sub-Total			\$ -
TOTAL FEE			\$ 5,110.00

**See Grand Total Fee sheet

Exhibit "C"
Escambia County, FL

Project No.	N/A
County	Escambia
Description	Crescent Lake Dam Repair
Scope of Work	Coordination, Permitting, Construction Plans and Construction Observation
Consultant	Volkert, Inc.
Fee Proposal (Optional Public Involvement)	

PERSONNEL COST			
	Hours	x	Hourly Rate
Project Manager (10% of Eng.)	0.80		\$ 155.00
Staff 2 Professional	8.00		\$ 120.00
Engineering Technician/CADD	2.00		\$ 100.00
Environmental Professional II	8.00		\$ 120.00
Clerical			\$ 70.00
Total Direct Labor			\$ 2,244.00
Out-of-Pocket Expenses**			\$ -
Sub-Total			\$ 2,244.00
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
Sub-Total			\$ -
TOTAL FEE			\$ 2,244.00

**See Grand Total Fee sheet

Exhibit "C"
Escambia County, FL

Project Number	N/A
County	Escambia
Description	Crescent Lake Dam Repair
Scope of work	Coordination, Permitting, Construction Plans and Construction Observation
Consultant	Volkert, Inc.

ENGINEERING DESIGN TASK	ESTIMATED HOURS	
	ENGINEER HOURS	TECHNICIAN HOURS
BASE SERVICES		
Coordination with County Staff, NFWFMD, USACE, NRCS, Surveying and Geotechnical Field Reviews	36.00	4.00
Coordinate with the Escambia County Project Manager and selected contractor to provide dewatering measures at the dam breach- Provide Sketch and written scope	20.00	8.00
Develop detailed hydrologic & hydraulic studies of Crescent Lake and watershed using the effective FEMA model.	210.00	0.00
Develop structural analysis and report for existing concrete overflow structure	16.00	8.00
Develop 30% Plans	27.00	50.00
30% Plan Set Review with County Staff	3.00	0.00
Develop 60% Plans	30.00	62.00
60% Plan Set Review with County Staff	3.00	0.00
Develop 90% Plans	24.00	42.00
90% Plan Set Review with County Staff	3.00	0.00
Develop 100% Plans & Specifications	22.00	42.00
100% Plan Set Review with County Staff	3.00	0.00
Develop & submit bi-weekly status reports to Escambia County Project Manager	30.00	0.00
Prepare Operation & Maintenance Plan for the Dam & Discharge Structures	55.00	8.00
Bidding services for Sediment/Debris Removal including required bid documents, attending pre-bid meeting, response to RFI's, providing bid recommendation and attending pre-construction meeting	24.00	6.00
Bidding services for Dam Reconstruction including required bid documents, attending pre-bid meeting, response to RFI's, providing bid recommendation and attendnign pre-construction meeting	24.00	6.00
SUB-TOTAL BASE SERVICES	546.00	240.00
OPTIONAL SERVICES		

Exhibit "C"
Escambia County, FL

ENGINEERING DESIGN TASK	ESTIMATED HOURS	
	ENGINEER	TECHNICIAN
	HOURS	HOURS
Develop design of alarm notification capabilities for the overflow structure to notify maintenance personnel that orifice needs to be opened to bring lake levels down, Optional Service	20.00	24.00
Attend Public Involvement Meetings, Optional Service	8.00	2.00
SUB-TOTAL OPTIONAL SERVICES	28.00	26.00

3/25/2015

Exhibit "C"
Escambia County, FL

Project No. N/A			
County Escambia			
Description Crescent Lake Dam Repair			
Scope of Work Coordination, Permitting, Construction Plans and Construction Observation			
Consultant Volkert, Inc.			
Fee Proposal (CEI Services Budget)			
PERSONNEL COST			
	Hours x Hourly Rate		
Construction Manager (10% of Eng.)	15.10	\$ 215.00	\$ 3,246.50
Construction Project Engineer	151.00	\$ 135.00	\$ 20,385.00
Construction Inspector 2	310.00	\$ 85.00	\$ 26,350.00
	0.00	\$ 120.00	\$ -
	0.00	\$ 70.00	\$ -
Total Direct Labor			\$ 49,981.50
Out-of-Pocket Expenses**			\$ -
Sub-Total			\$ 49,981.50
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
Sub-Total			\$ -
TOTAL FEE			\$ 49,981.50

**See Grand Total Fee sheet