

**STANDARD PROFESSIONAL CONSULTING SERVICES
CONTRACT DOCUMENTS**

FOR

**AGREEMENT BETWEEN
ESCAMBIA COUNTY**

AND

Mott MacDonald Florida, LLC

PD 15-16.040, Jones Swamp Floodplain Restoration & Expansion Project

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

(Revised June 2016)

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AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of August, 2016, 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 Mott MacDonald Florida, LLC, a for-profit corporation authorized to transact business in the State of Florida, whose address is 220 West Garden Street, Suite 700, Pensacola, Florida 32502, and whose Federal tax identification number is 59-1294824 (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:** Mott MacDonald Florida, LLC 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 Terri Berry, 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 15-16.040, Jones Swamp Floodplain Restoration & Expansion Project.

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) 15-16 in the amount of Phase I Basic Fee Services of Sixty Four Thousand Twenty Dollars and Optional Services of Ten Thousand One Hundred Sixty Dollars and Phase II Basic Services of One Hundred Three Thousand Nine Hundred Twenty Two Dollars and Optional Services of Three Thousand Eighty Two Dollars for a Project Total of One Hundred Eight One Thousand One Hundred Eighty Four Dollars (\$181,184) 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 15-16.040, Jones Swamp Floodplain Restoration & Expansion Project, and as represented in the Consultant's Letter of Interest response to PD 15-16.040, 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 \$1,000,000.

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 Phase I Basic Fee Services of Sixty Four Thousand Twenty Dollars and Optional Services of Ten Thousand One Hundred Sixty Dollars and Phase II Basic Services of One Hundred Three Thousand Nine Hundred Twenty Two Dollars and Optional Services of Three Thousand Eighty Two Dollars for a Project Total of One Hundred Eight One Thousand One Hundred Eighty Four Dollars (\$181,184) for this Project. 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:

Mott MacDonald Florida, LLC
220 West Garden Street, Suite 700
Pensacola, Florida 32502

- (d) Invoices to the County shall be sent to: Notices to the County shall be sent to:
- | | |
|---------------------------------|-------------------------------|
| Terri Berry | Jack R. Brown |
| Engineering Project Coordinator | County Administrator |
| Public Works/Engineering | P.O. Box 1591 |
| 3363 West Park Place | Pensacola, Florida 32597-1591 |
| Pensacola, FL 32501 | |

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. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are

exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. 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).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947**

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 Mott MacDonald Florida, LLC, signing by and through its David Skipper, P.E., Vice President, duly authorized to execute same.

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

By: _____
Jack R. Brown, County Administrator

Date: _____

BCC Approved: August 18, 2016

Witness

Witness

CONSULTANT:
Mott MacDonald Florida, LLC, a Florida Corporation authorized to do business in the State of Florida.

By: _____
David Skipper, P.E., Vice President

Date: _____

ATTEST: Corporate Secretary

By: _____
Secretary



Mr. Paul R. Nobles, CPPO, CPPB, FCN, FCCM
Purchasing Coordinator
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
Pensacola, FL 32502

Your Reference
Jones Swamp Floodplain
Restoration PD 15-16.040

Our Reference
368117

220 West Garden Street
Suite 700
Pensacola FL 32502
United States of America

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Scope of Services

July 21, 2016

Dear Mr. Nobles:

Mott MacDonald (MM) is pleased to provide this proposal for purposes of providing environmental assessment, surveying, geotechnical engineering, civil engineering design, permitting and limited construction administration services for the Jones Swamp Floodplain Project.

This Scope of Work is based on the Request for Letters of Interest issued by Escambia County as PD 15-16.040. MM acknowledges and accepts the Information Package of that document including the Project Location, Project History/Description, Scope of Services and Project Timeline. Further to the information provided in PD 15-16.040, MM provides the following information on Scope of Services to be provided.

SCOPE OF SERVICES

PHASE I – DUE DILIGENCE BASIC SERVICES

TASK 1 - Phase I Environmental Assessment (ESA)

The consultant shall conduct a Phase I ESA to identify, to the extent feasible, recognized environmental conditions in connection with the subject property. The Phase I ESA shall be performed in general accordance with American Society for Testing and Materials (ASTM) Standard E 1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.

The Phase 1 ESA shall include the following activities:

- i. Review of Information Provided - Documents and information provided by the client will be reviewed and evaluated, including previous environmental investigations or assessments, legal descriptions, site plans, chain of title or other historical documents, and any other information to us. Communication of such information to us, or other specialized knowledge or experience that is material to recognized environmental conditions in connection with the property is necessary to comply with the ASTM protocol.

Exhibit "A"



ASTM E 1527-13 mandates a search of environmental liens and activity and use limitations (AULs) in order for the property owner to comply with the standard and gain CERCLA liability protection. The Consultant will search readily available public records for environmental liens and activity and use limitations. This does not constitute a formal Title Review or Opinion. Performance of a title search is not included within the proposed scope of service. However, MM strongly encourages that the County/Pensacola State College engage a land title company to conduct a formal search of title documents associated with the subject property, under separate contract.

- ii. Environmental Records Review - ASTM standard federal and state environmental record source lists will be obtained and reviewed for the approximate minimum search distances. Additional, Federal, State, and local environmental record sources may be queried to enhance and supplement the above-listed sources.
- iii. Physical Setting - A current USGS 7.5 minute topographic map will be reviewed to assist in evaluating the physical setting for the site. Additional physical setting sources regarding geological and hydro-geologic characteristics of the site may also be reviewed, in the event conditions are identified in which potential contaminants are likely to migrate to the subject property or from or within the subject property.
- iv. Historical Use Information - Previous uses and/or occupancy of the site will be evaluated from the present back to the property's obvious first developed use, or back to 1940, whichever is earlier. Previous uses of the property will be evaluated through review of standard historical sources, with the actual records or sources reviewed depending upon whether they are reasonable ascertainable, practically reviewable, useful and within cost and/or time constraints. In some instances, sources may not identify the uses back to 1940 or the property's obvious first developed use, in which case the uses back to the earliest traceable date will be presented.
- v. Site Reconnaissance - A site reconnaissance will be conducted to obtain information indicating the potential for recognized environmental conditions in connection with the property. The reconnaissance will consist of systematically traversing the property, during which photographs will be taken to document observations. In the event that visibility or access is limited, these conditions will be noted in the final report. In general, when access problems are encountered, the site reconnaissance will be restricted to the perimeter of the subject property and to areas that are readily accessible for visual observations. Property improvements, such as buildings, sheds, and warehouses, will be entered for reconnaissance purposes, except where access is limited or safety concerns prohibit entry. The reconnaissance will be for the observation of readily accessible and visible areas and does not include hidden areas or areas which would require destructive access, such as looking under floors, above ceilings, or behind walls. Arrangements for access will be made prior to the site reconnaissance. Where appropriate, observations and notes will be made concerning:

Exhibit "A"



1. General site setting, current and past uses
 2. Geological, hydrogeologic, hydrologic and topographic conditions
 3. Improvements including structures, roads, and utilities
 4. Hazardous substances and petroleum products
 5. Storage tanks, vents, fill pipes, access ways
 6. PCB containing equipment
 7. Stains, corrosion, and stressed vegetation
 8. Drains, sumps, pits, ponds and lagoons associated with waste disposal
 9. Solid waste, wastewater, wells, and septic systems
 10. Odors (Strong, pungent or noxious)
 11. Drums or containers of hazardous substances, petroleum products or unidentified containers
 12. Adjoining properties will be observed from the subject property during the site reconnaissance. Visual observations will be made of current and past uses, wherever apparent, as well as any obvious environmental conditions.
- vi. Interviews - Interviews will be conducted by phone, in writing, or in person with appropriate on-site personnel and local governmental officials as appropriate; to obtain information indicating recognized environmental conditions in connection with the property.
- vii. Report Preparation - A report of our findings will be prepared. The report will include information obtained during the assessment regarding recognized environmental conditions of the subject site, documentation and copies of the data obtained, and conclusions based upon this information. The report will include recommendations based upon the findings presented.

TASK 2 - Phase II Environmental Assessment (ESA)

The Consultant shall perform a Phase II ESA is to determine, to the extent feasible, if any negative environmental impacts to soil or groundwater quality are present at the subject site as a result of the former Corry Station operations. All work performed will be in compliance with approved Florida Department of Environmental Protection (FDEP) guidelines. This assessment shall include:

- i. Soil Assessment Activities - Based on the size of the subject site we propose to advance 15 hand auger soil borings to approximately 6 to 8 feet below land surface (bls). Depth to groundwater in the area is approximately 5 feet bls. The attached site map illustrates the proposed soil boring locations. A concrete core drill will be used to complete the soil borings located in the concrete covered area (former runway). Soil samples will be collected on one foot vertical intervals and screened for petroleum vapor concentration using and Organic Vapor Analyzer (OVA). In addition to the soil OVA screening we propose to collect 15 soil samples for laboratory analysis. The soil samples will be collected based on the OVA screening data, visual observation for staining and debris or from the vadose zone, approximately 1 foot above the static water column. The soil samples will be submitted to a State certified laboratory for analysis by EPA Methods 8270 (SVOCs), 5035/8260 (VOCs), 6010 for the RCRA 8 metals, 7470 for Mercury and 8082 for PCBs, and 8081 for Organochlorine Pesticides.

Exhibit "A"



Our staff have reviewed the most recent ASTM Phase II Environmental Site Assessment guidelines and numerous EPA technical guidance documents related to soil sampling activities. No specific guidelines for the location and number of sampling points were referenced. It is our professional opinion that the proposed number and sample locations presented in this cost proposal are sufficient in order to meet due diligent requirements while providing a high level of confidence for any conclusions and/or recommendations based on the analytical data generated during the Phase II ESA activities.

- ii. Groundwater Assessment Activities – 10 temporary monitoring wells will be installed using a direct push drill rig and will be constructed with 10 feet of one-inch diameter PVC slotted well screens and 2 feet of one-inch diameter PVC well risers. The proposed well locations are illustrated on the attached figure. The temporary wells will be properly sand packed, sealed and developed in compliance with FDEP guidelines.

Approximately 7 days following installation of the temporary monitoring wells GCES personnel will collect groundwater quality samples from the monitoring well network in compliance with FDEP guidelines. The groundwater quality samples will be submitted to a State certified laboratory for analysis by EPA Methods 8270 (SVOCs), 5035/8260 (VOCs), 6010 for the RCRA 8 metals, 7470 for Mercury, 8082 for PCBs and 8081 for Organochlorine Pesticides.

TASK 3 - Cultural Resources Consultation

A complete a review of the master site file maintained by the Florida Division of Historical Resources shall be performed. Consultant will submit a formal review request to Florida Division of Historical Resources to determine compliance with applicable rule & statute governing historical resources. The desired results will include a response from DHS with a determination whether or not the project area will require a systematic professional archaeological survey.

TASK 4 – Preliminary Geotechnical Evaluation of Fill Material

This task shall include advancing 2 standard penetration test borings to approximately 15 feet below existing grades. This task shall include a visual classification and laboratory testing of the soil samples obtained. Testing services shall include grainsize analysis and organic matter content testing on select soil samples as well as wash #200 sieve and natural moisture content tests to evaluate and document soil properties for use in determining suitable uses for excavated fill material.

TASK 5 - Delineation of Wetland and other Environmental Resources

This task shall include performance of the following efforts:

- i. Physical identification all wetland boundaries will be delineated in accordance with both the methodology outlined in Chapter 62-340, Florida Administrative Code and in the Florida Wetlands Delineation Manual (State – DEP & Water Management District) and the Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (Federal – Corps). The wetland boundary will be identified in the field by progressively locating points along the upland/wetland boundary at 25-50-ft. intervals or corresponding with directional changes with the boundary.



Exhibit "A"

Each point will be identified by an experienced wetland scientist paired with a second environmental professional to obtain a Global Positioning System (GPS) location. Pink flags will be placed at each point clearly marked "Wetland Delineation". Each flagged point will also contain specific alpha numeric designator for later tracking of its location. Wetland Sciences, Inc. will use a Trimble GeoXT GPS system to locate each point. Data will be collected using Trimble's TerraSync Professional Software with further data refinement using Trimble's Pathfinder Professional Software. This typically results in sub-meter accuracy. This data can be overlain onto aerial photographs, imported electronically into an AutoCAD drawing of the property survey, or used to generate an AutoCAD drawing with the parcel's boundaries. These sketches will be attached as an exhibit to our report.

- ii. Characterization of each ecological community & condition within the subject property.
- iii. Identification of environmentally sensitive lands and other resources regulated by the natural resource provisions of Escambia County Land Development Code.

TASK 6 – Conceptual Hydrographic Modeling

Based upon data collect in the tasks above and available LIDAR topographic data, from Northwest Florida Water Management District, for the proposed project site the Consultant shall develop a conceptual project grading plan. Consultant shall update existing ADICPR v.3.2 models channel cross sections to reflect the conceptual grading plan. The updated model shall be used to simulate the 100 year design storm events in order evaluate the potential effect of the conceptual project upon peak water stages experienced within Jones Swamp/Creek in the vicinity of the project site. Based upon the results of this effort, a project conceptual exhibit shall be produced for use in coordination/discussions with Escambia County and/or Pensacola State College.

TASK 7 - Coordination with County and Pensacola State College

This task shall include attending a coordination meeting with Escambia County staff to discuss the findings of the conceptual hydrographic model and associated project concept exhibit. Project concept exhibit shall be updated one time to address/incorporate County comments. This task shall also include attendance at one meeting with Pensacola State College representatives to discuss the project concept and anticipated flood stage effects in the vicinity of the PSC Warrington Campus.

PHASE I – DUE DILIGENCE OPTIONAL SERVICES

TASK 8 – PHASE II Environmental Assessment Dioxin/Furan Testing

Analysis for Dioxin/Furans is not included within the basic services described above. Such analysis can be added to soil or groundwater samples for \$650.00 each. For the purposes of this proposal a total of 10 Dioxin/Furan tests have been assumed.

Exhibit "A"



TASK 9 - Phase I Cultural Resource Archeological Survey

Should it be required by DHS, the survey will include a background search for previously recorded archeological sites, historic structures, and cultural resources studies in the project area. The survey will also include subsurface shovel tests excavated at standard sizes and intervals according to the requirements established by the Florida Division of Historical Resources (DHR). Soil removed from tests will be screened through one-quarter inch mesh wire. All excavations will be backfilled. Artifacts recovered will be identified and analyzed according to their place in Florida history and prehistory. Any archeological sites or historic standing structures discovered will be properly recorded and evaluated based on state guidelines.

Maps of excavations and site locations will be completed. A cultural resource document of findings will be prepared and sent to the client and DHR. Communications with the client and government agencies will be maintained to best assure project completion of the archeological survey in a timely manner.

PHASE II - DESIGN, PERMITTING AND LIMITED CONSTRUCTION OBSERVATION SERVICES

TASK 10 - Topographic Survey

The Consultant shall perform a topographic survey of the project area to collect horizontal and vertical position data for all visible and apparent features and establish location of property lines which may exist within the subject project area. Based upon discussions with Escambia County a tree survey is not required and is therefore not included within the proposed scope of services. Locations of wetlands, surface waters and other environmentally sensitive lands will be collected at this time.

Horizontal reference will be the Florida North Zone State Plane Coordinate System, North American Datum of 1983. Vertical reference will be the North American Vertical Datum of 1988. A minimum of three Benchmarks referenced to NAVD 1988 Datum shall be provided.

Certified copies of any topographic surveys meeting the current State of Florida Standards of Practice, as set forth by the Board of Professional Surveyors and Mappers, shall be provided for County Surveyor review. Electronic files shall be submitted in State Plane Coordinates.

TASK 11 - Geotechnical Engineering

A geotechnical engineering evaluation and report will be performed for the project to determine the characteristics of the existing soil. Geotechnical exploration will include 13 standard penetration test bores to a depth of approximately 15 feet below existing grade and 3 hand auger borings to a depth of 2-3 feet in the apparent native area surround the fill area. The geotechnical engineer will also examine physical characteristics of soils within the reference wetland site including grain size, organic matter content and bulk density.

A signed and sealed geotech report will be provided with this Task

TASK 12 - Site Specific Swamp Restoration Guidance Document

Consultant shall prepare a detailed restoration plan basis of design document including general grading, drainage, and planting plans criteria and specifications. For this purpose, an environmental assessment will be performed on a reference wetland site to include:

Exhibit "A"



- Classification of ecological communities within reference site.
- General site assessment and qualitative collection of data with observations of topographic variability, vegetative cover, and faunal diversity.
- Quantitative data collection from established monitoring transects within the reference wetland area to include data on:
 - native plant cover
 - percentage of obligate and facultative wetland plants
 - diversity of the wetland
 - percentage of non-native species
 - plant density, richness, and cover
- Surface water quality data including temperature, salinity, dissolved oxygen, turbidity, and total dissolved solids.

In addition, a topographic evaluation of the selected reference wetland site shall be made utilizing available LIDAR topographic data from the Northwest Florida Water Management District and visible observation during site assessment.

TASK 13 – Pre- and Post-Construction Stream Condition Index

The consultant shall perform a pre- and post-construction stream condition index on the project stream reach to receive the most benefit from project. Consultant will adhere to the Florida Department of Environmental Protection Standard Operating Procedures for conducting field work. Additionally, a comprehensive aquatic habitat assessment will be performed and included with the Stream Condition Index report. The benthic macroinvertebrate samples will be sorted according to the Florida Department of Environmental Protection Standard Operating Procedures and taxonomic analysis will be conducted by an expert taxonomist. The data will be analyzed, the SCI score for each sample will be calculated and shall be detailed in a summary report of the results.

TASK 14 – Design

Based upon the data collected and findings resulting from completion of tasks 10-13 above, the Consultant shall develop a project grading plan. Consultant shall update the conceptual hydrographic ADICPR v.3.2 models channel cross sections to reflect the final project grading plan. The updated model shall be used to simulate the 100 year design storm events in order evaluate the effect of the final project design upon peak water stages experienced within Jones Swamp/Creek in the vicinity of the project site.

Based on the information gathered during the assessment phase and conceptual approval from Escambia County, MM will prepare Civil Engineering Design documents for a detailed restoration plan including grading, drainage, and planting plans and specifications.

Project designs will be submitted for review to Escambia County at 30%, 60% and 100% design for review and comment. MM and our sub-consultants will provide project coordination with Escambia County, Pensacola State College and National Fish and Wildlife Foundation to be sure the goals of the project are being met.

Consultant shall attend utility coordination meetings at the each of the design milestone submittals (30%, 60% and 90%). This task shall include coordination efforts with any utility owner which may be impacted by the proposed stream restoration to reduce, to the extent feasible, utility conflicts while preserving the state project design criteria and goals.

Exhibit "A"



TASK 15 – Easement Sketch and Description

Consultant shall prepare one sketch and description for the necessary temporary construction easement to perform the proposed work on Pensacola State College property.

TASK 16 – Permitting

MM and sub-consultants will prepare and submit required documentation to NFWFMD, FDEP, FEMA and USACE for permitting required for Jones Swamp Floodplain Restoration. We will work to involve the agencies in the conceptual stage of the project to foster communication and understanding of permitting agency requirements for the project.

This phase will consist of drawings, reports, calculations and applications for the proposed design for the project. MM will respond to comments received by reviewing agencies during this Task.

TASK 17 – Bid Support and Limited Construction Observation

MM will assist the County in preparing Bid Documents and will provide bid assistance through the bidding process by responding to Contractor RFIs.

MM will make periodic visits during construction to observe and document the progress of the Project and provide monthly progress reports to the County of our observations.

MM will perform a final inspection at Project completion to determine general conformance with the plans and specifications and provide As-Built drawings of the constructed project.

PHASE II – DESIGN, PERMITTING AND LIMITED CONSTRUCTION OBSERVATION OPTIONAL SERVICES

TASK 18 – Boundary Survey in Lieu of Easement Sketch and Description

This task shall include additional survey efforts necessary to perform and prepare a boundary survey for the donation of the project area by Pensacola State College to Escambia County. It should be noted that the fee proposed for this effort is an additional fee to be added to the proposed fee specified for Task 15.

SUMMARY

We look forward to working with you on this project, and will gladly answer questions you may have regarding this Scope of Work.

Best regards,
Mott MacDonald FLORIDA, LLC

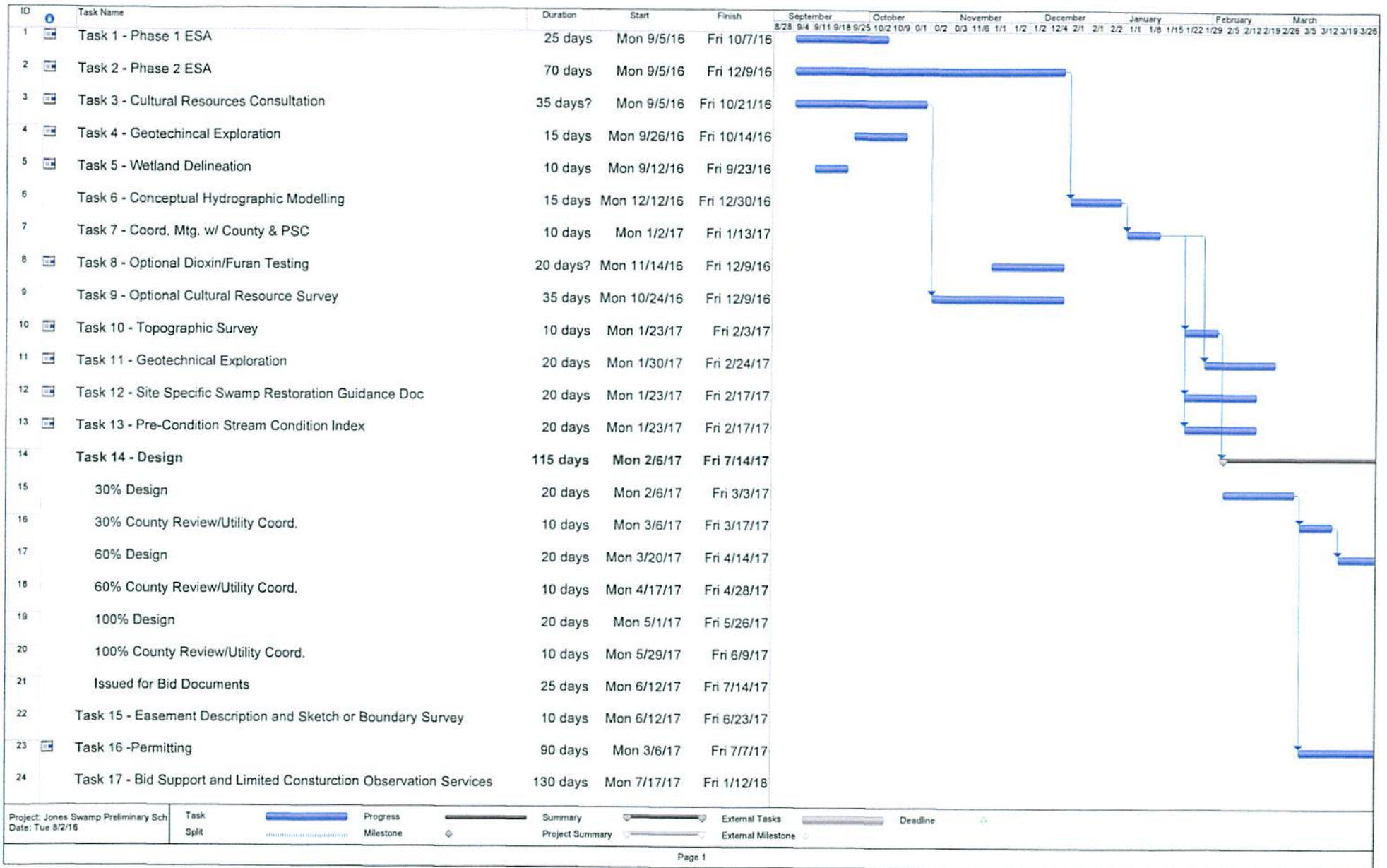
Handwritten signature of T. Heath Jenkins in blue ink.

T. Heath Jenkins, PE
Project Manager
T +1 (850) 484 6011
heath.jenkins@mottmac.com

Handwritten signature of David D. Skipper in blue ink.

David D. Skipper, PE
Vice President

Exhibit "B"



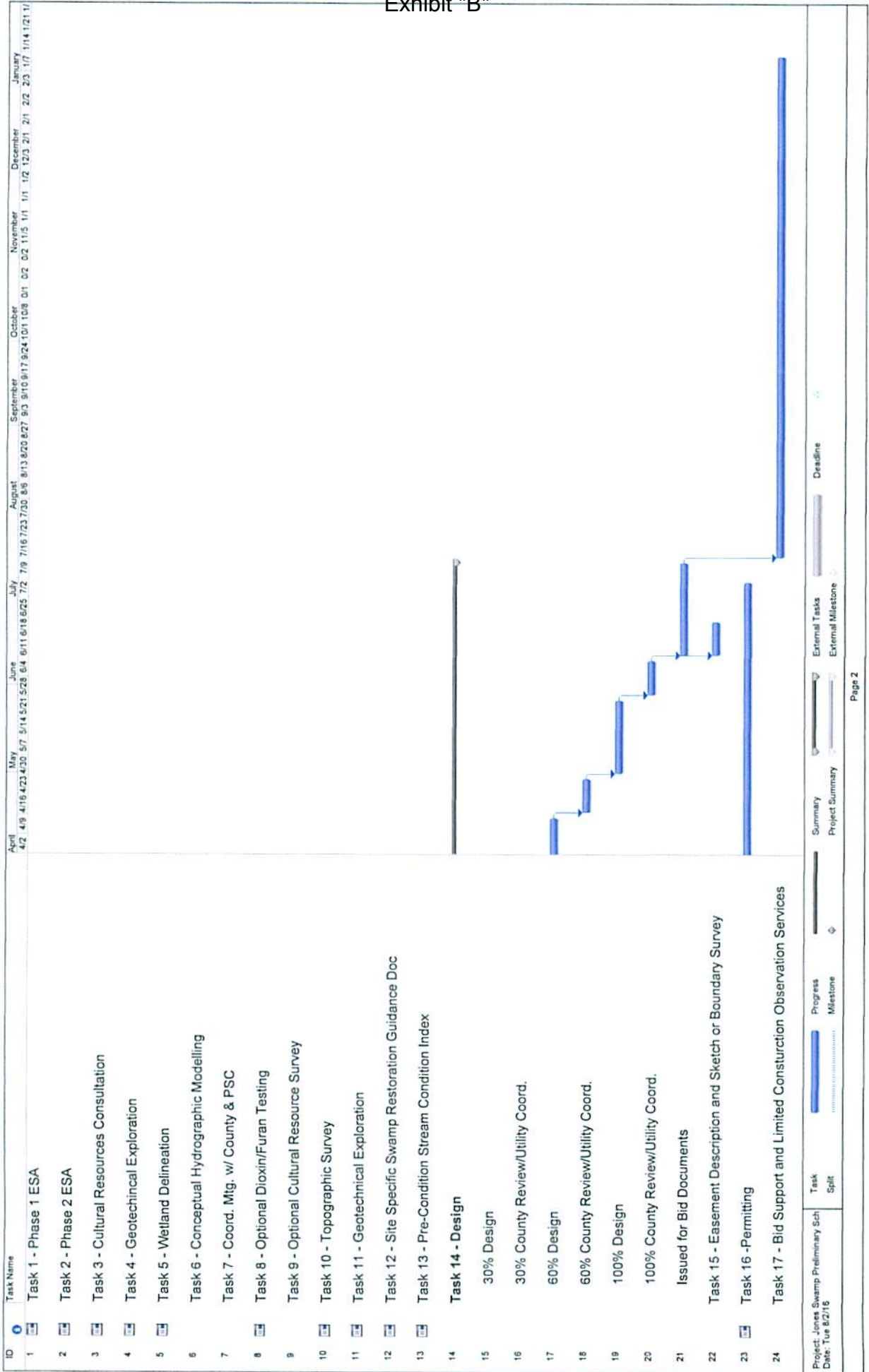


Exhibit "C"

Mott MacDonald - Labor Fee Prime Consultant													Sub-Consultants (Lump Sum)			M MOTT MACDONALD Fees		
Task No	Task Description	Senior Project Engineer	Project Engineer	Engineer III	Engineer IIII	Designer III	Designer IV	Technician II	Administrative Assistant IV	Principal	Two-Man Survey Crew	Survey Technician	Senior Surveyor	Wetland Sciences	Larry M. Jacobs & Assoc.	Dixie/Furans Test		
		\$ 181.00	\$ 117.00	\$ 98.00	\$ 78.00	\$ 73.00	\$ 105.00	\$ 75.00	\$ 44.00	\$ 220.00	\$ 132.00	\$ 89.00	\$ 124.00			\$ 650.00		
PHASE I - DUE DILIGENCE BASIC SERVICES																		
TASK 1 - PHASE I ENVIRONMENTAL ASSESSMENT																		
	Phase I Environmental Assessment		1		2												\$ 2,500	\$ 2,773
	Subtotal Hours =		1		2												\$ 2,500	Subtotal Labor Fee = \$ 2,773
TASK 2 - PHASE II ENVIRONMENTAL ASSESSMENT																		
	Phase II Environmental Assessment		4	8		14											\$ 27,235	\$ 29,987
	Geotechnical Exploration		1	2		2											\$ 5,000	\$ 5,571
	Monitoring Well Specific Purpose Survey										30	8	2					\$ 4,920
	Subtotal Hours =		5	10		16											\$ 32,235	Subtotal Labor Fee = \$ 40,478
TASK 3 - CULTURAL RESOURCES CONSULTATION																		
	Cultural Resources Consultation					1											\$ 250	\$ 328
	Subtotal Hours =					1											\$ 250	Subtotal Labor Fee = \$ 328
TASK 4 - PRELIMINARY GEOTECHNICAL EVALUATION OF FILL MATERIAL																		
	Preliminary Geotechnical Exploration					2											\$ 3,653	\$ 3,809
	Subtotal Hours =					2											\$ 3,653	Subtotal Labor Fee = \$ 3,809
TASK 5 - DELINEATION OF WETLAND AND OTHER ENVIRONMENTAL RESOURCES																		
	Delineation of Wetland and Other Environmental Resources			1		2											\$ 2,500	\$ 2,773
	Subtotal Hours =			1		2											\$ 2,500	Subtotal Labor Fee = \$ 2,773
TASK 6 - CONCEPTUAL HYDROGRAPHIC MODELLING																		
	Develop Conceptual Grading Plan		2															\$ 362
	Update Existing ICPR Model		2															\$ 362
	ICPR Model Iterations and Conceptual Grading Modifications		40															\$ 7,240
	Develop Project Concept Exhibit		2	4			8											\$ 1,670
	Subtotal Hours =		46	4			8											Subtotal Labor Fee = \$ 9,634
TASK 7 - COORDINATION WITH COUNTY AND PENSACOLA STATE COLLEGE																		
	Coordination Meeting with Escambia County		2	2													\$ 250	\$ 948
	Modify ICPR Model and conceptual grading per County Comments		8															\$ 1,448
	Update Project Concept Exhibit		1				4											\$ 601
	Coordination meeting with Escambia County and PSC		2	4													\$ 500	\$ 1,330
	Subtotal Hours =		13	6			4										\$ 750	Subtotal Labor Fee = \$ 4,225
													PHASE I BASIC SERVICE TOTAL \$ 64,829					

Exhibit "C"

Mott MacDonald - Labor Fee Prime Consultant														Sub-Consultants (Lump Sum)			<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;"> M MOTT MACDONALD </div> <div style="text-align: center;"> M Fees </div> </div>	
Task No.	Task Description	Senior Project Engineer	Project Engineer	Engineer III	Engineer II/II	Designer III	Designer IV	Technician II	Administrative Assistant IV	Principal	Two-Man Survey Crew	Survey Technician	Senior Surveyor	Wetland Sciences	Larry M. Jacobs & Assoc.	Dioxin/Furans Test		
		\$ 181.00	\$ 117.00	\$ 96.00	\$ 78.00	\$ 73.00	\$ 105.00	\$ 75.00	\$ 44.00	\$ 220.00	\$ 132.00	\$ 89.00	\$ 124.00			\$ 650.00		
PHASE I - DUE DILIGENCE OPTIONAL SERVICES																		
TASK 8 - PHASE II ENVIRONMENTAL ASSESSMENT DIOXIN/FURAN TESTING																		
	Phase II Environmental assessment Dioxin/Furan Testing		2													10		\$ 6,862
	Subtotal Hours =		2													10		Subtotal Labor Fee = \$ 6,862
TASK 9 - PHASE I CULTURAL RESOURCE ARCHEOLOGICAL SURVEY																		
	Phase I Cultural Resource Archeological Survey		1	1											\$ 3,000			\$ 3,298
	Subtotal Hours =		1	1											\$ 3,000			Subtotal Labor Fee = \$ 3,298
PHASE I OPTIONAL SERVICES TOTAL \$ 16,160																		
PHASE II - DESIGN, PERMITTING AND LIMITED CONSTRUCTION OBSERVATION BASIC SERVICES																		
TASK 10 - TOPOGRAPHIC SURVEY																		
	Topographic Survey										52	28	12					\$ 10,844
	Subtotal Hours =										52	28	12					Subtotal Labor Fee = \$ 10,844
TASK 11 - GEOTECHNICAL ENGINEERING																		
	Geotechnical Exploration			12											\$ 9,900			\$ 11,304
	Subtotal Hours =			12											\$ 9,900			Subtotal Labor Fee = \$ 11,304
TASK 12 - SITE SPECIFIC SWAMP RESTORATION GUIDANCE DOCUMENT																		
	Prepare Site Specific Swamp Restoration Guidance Document		2	4		8									\$ 1,500			\$ 2,954
	Project Reference Wetland Site Environmental Assessment		2			4									\$ 6,500			\$ 7,174
	LIDAR Evaluation of Selected Reference Wetland Sites		4	4				8										\$ 2,032
	Subtotal Hours =		8	8		12		8							\$ 8,000			Subtotal Labor Fee = \$ 12,160
TASK 13 - PRE- AND POST-CONSTRUCTION STREAM CONDITION INDEX																		
	Prepare Pre- and Post-Construction Stream Condition Index		1	1		1									\$ 3,000			\$ 3,376
	Subtotal Hours =		1	1		1									\$ 3,000			Subtotal Labor Fee = \$ 3,376
Task 14 - DESIGN																		
	Develop Project Initial Project Grading Plan		8	16				4										\$ 3,740
	ICPR Model Iterations and Grading Modifications		8	16														\$ 3,320
	30% Design Preparation		4	8		20		40						\$ 1,200				\$ 8,620
	60% Design Preparation		4	8		20		40						\$ 1,200				\$ 8,620
	100% Design Preparation		4	8		20		40										\$ 7,420
	IFC Documents		2	8				8										\$ 2,138
	Attend Utility Coordination Meetings at 30%, 60% and 100% Submittals		8	16														\$ 3,320
	Subtotal Hours =		38	80		60		132							\$ 2,400			Subtotal Labor Fee = \$ 37,178

Exhibit "C"

Task No	Task Description	Mott MacDonald - Labor Fee Prime Consultant												Sub-Consultants (Lump Sum)			M MOTT MACDONALD Fees
		Senior Project Engineer	Project Engineer	Engineer (I)	Engineer (II)	Designer (I)	Designer (II)	Technician (I)	Administrative Assistant (I)	Principal	Two-Man Survey Crew	Survey Technician	Senior Surveyor	Wetland Sciences	Larry M Jacobs & Assoc	Dioms/Furans Test	
		\$ 191.00	\$ 117.00	\$ 95.00	\$ 78.00	\$ 73.00	\$ 105.00	\$ 75.00	\$ 44.00	\$ 220.00	\$ 132.00	\$ 83.00	\$ 124.00			\$ 650.00	
TASK 15 - EASEMENT DESCRIPTION AND SKETCH																	
	Prepare One Temporary Construction Easement Sketch and Description		1									6	2				\$ 963
	Subtotal Hours =		1									6	2				Subtotal Labor Fee = \$ 963
TASK 16 - PERMITTING																	
	Prepare Perma Submittals (NWPWMD, FDEP, USACE)		2	20		40		40		4					\$ 3,000		\$ 13,198
	Agency Negotiation and Coordination		2	8											\$ 1,500		\$ 2,798
	Prepare and Submit FEMA "No Rise" Certification		2														\$ 362
	Permit Application Fees														\$ 250		\$ 250
	Subtotal Hours =		6	28		40		40		4					\$ 4,750		Subtotal Labor Fee = \$ 16,608
TASK 17 - BID SUPPORT AND LIMITED CONSTRUCTION OBSERVATION																	
	Bidding Support Services		2	8							8						\$ 2,138
	Construction Observation		2	20		40								\$ 1,200			\$ 7,022
	As-Built Drawings		1	4				16									\$ 2,329
	Subtotal Hours =		5	32		40		24						\$ 1,200			Subtotal Labor Fee = \$ 11,489
PHASE II BASIC SERVICES TOTAL \$ 103,922																	
PHASE II - DESIGN, PERMITTING AND LIMITED CONSTRUCTION OBSERVATION OPTIONAL SERVICES																	
TASK 18 - BOUNDARY SURVEY IN LIEU OF EASEMENT SKETCH AND DESCRIPTION ADDITIONAL EFFORT																	
	Additional Effort to Perform Boundary Survey in Lieu of Easement Sketch and Description										22	2					\$ 3,062
	Subtotal Hours =										22	2					Subtotal Labor Fee = \$ 3,062
PHASE II OPTIONAL SERVICES TOTAL \$ 3,062																	
OVERALL PROJECT FEE SUMMARY																	
PHASE I BASIC SERVICE TOTAL \$ 64,020 PHASE I OPTIONAL SERVICES TOTAL \$ 10,160 PHASE II BASIC SERVICES TOTAL \$ 103,922 PHASE II OPTIONAL SERVICES TOTAL \$ 3,062 OVERALL PROJECT TOTAL \$ 181,164																	