

**STANDARD PROFESSIONAL CONSULTING SERVICES  
CONTRACT DOCUMENTS**

**FOR**

**AGREEMENT BETWEEN  
ESCAMBIA COUNTY**

**AND**

**MOTT MACDONALD FLORIDA, LLC**

**PD 16-17.011 BRISTOL PARK AREA OF ELEVEN MILE CREEK STREAM  
RESTORATION AND FLOOD PLAIN EXPANSION**

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

**(Revised June 2016)**

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## **AGREEMENT**

THIS AGREEMENT is made and entered into this 16<sup>th</sup> day of February, 2017, 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 W. Garden Street, Suite 700, Pensacola, FL 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 Department. 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 Bristol Park Area of Eleven Mile Creek Stream Restoration and Flood Plain Expansion.

## **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) 16-17 in the amount of one million eight hundred thousand thirty five two hundred ninety two (\$1,835,292) 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 16-17.011, Bristol Park Area of Eleven Mile Creek Stream Restoration and Flood Plain Expansion, and as represented in the Consultant's Letter of Interest response to PD 16-17.011, 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 \$12,000,000.

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 one million eight hundred thousand thirty five two hundred ninety two (\$1,835,292). 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, FL 32502

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

Terri Berry  
Engineering Project Coordinator  
Public Works  
3363 W. Park Place  
Pensacola, Florida 32505

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. 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 Eddie H. Wehmeier, Purchasing Specialist, 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 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.

WITNESS:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

BCC Approved: February 16, 2017

CONSULTANT:

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

ATTEST:

By: \_\_\_\_\_  
David Skipper, P.E., Vice President

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

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

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





Mr. Eddie H. Wehmeier, Purchasing Specialist  
Office of Purchasing  
Matt Langley Bell III Building  
213 Palafox Place  
Pensacola, FL 32502

**Your Reference**

Bristol Park Area of Eleven  
Mile Creek Restoration and  
Expansion PD 16-17.011

**Our Reference**

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

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**Scope of Services**

February 1, 2017

Dear Mr. Wehmeier:

Mott MacDonald (Consultant) is pleased to provide this proposal for purposes of providing Hazard Mitigation Grant Program (HMGP) grant revision and management, environmental assessment, surveying, geotechnical engineering, civil engineering design, permitting and limited construction administration services for the Bristol Park Area of Eleven Mile Creek Stream Restoration and Expansion project.

This Scope of Work is based on the Request for Letters of Interest issued by Escambia County as PD 16-17.011. Consultant acknowledges and accepts the Information Package of that document including the Project Location, Project Background/Description, Scope of Services and Project Timeline. Further to the information provided in PD 16-17.011, Consultant provides the following information on Scope of Services to be provided.

**SCOPE OF SERVICES**

**PHASE I – HMGP Grant Revision and Management Basic Services**

**TASK 1 – Revise HMGP Grant Scope**

Consultant will support the Escambia County with a maximum of one period of performance, scope, and budget modification request to the FDEM. Modification requests will include a cover letter accompanied by relevant documentation, such as a revised scope of work, revised budget, and/or an updated schedule with significant milestones. For the purposes of this proposal it has been assumed that the grant modification effort completed under this Task will not modify the number of properties currently included in the approved grant (27) but rather which properties will be included in the grant.



## **TASK 2 – HMGP Grant Management**

The Consultant will oversee and support administration and management to ensure program compliance with the Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance Guidance and any relevant federal and state laws, regulations, and codes for the awarded and any future awarded grants for a total of 27 residences with an anticipated duration of 36 months (12 quarters). This task includes the following components:

### *Quarterly Reporting*

Consultant will support Escambia County with maintaining records of work, schedules, and expenditures and prepare regular progress information in the form of a quarterly report. Quarterly reports will be submitted to the Florida Division of Emergency Management (FDEM) within 15 days of each quarter's end and document project status, milestones, challenges, and setbacks to date for the project. The fee for this effort assumes preparation of 12 quarterly reports at a cost of \$926.42 each.

### *Request for Reimbursements*

Consultant will develop and submit Request for Reimbursements (RFR) as requested by Escambia County, but no more frequent than on a quarterly basis. The RFR includes a form which provides the overall amount of the request and summary of documentation which provides a breakdown of invoices that will be submitted for the reimbursement. Consultant will coordinate with Escambia County to ensure all documentation is obtained for all eligible costs incurred throughout the lifecycle of the project. The fee for this effort assumes preparation of 12 requests for reimbursement on a quarterly basis at a cost of \$2,730.50 each.

### *Site Visits and Project Monitoring Requests*

Consultant will coordinate site visits when requested by the FDEM or FEMA Region IV and other federal or state funding agencies. Site visits are conducted to verify if the scope of work, and environmental and historic conditions are being or have been fulfilled. Consultant will support Escambia County with responding to any project monitoring documentation requests, which may be requested by the FDEM or FEMA Region IV. The fee for this effort will be billed on a per residence basis at a rate of \$2,446.81 per residence in the month during which time the residence is demolished and the property returned to a natural state.

### *Homeowner Coordination*

Consultant will support homeowner communications and coordination as necessary. This includes supporting meetings with homeowners and assisting with questions and other project implementation and coordination activities. The fee for this effort will be billed on a per residence basis at a rate of \$4,891.26 per residence in the month during which time each property is closed upon.

*Project Closeout and Final Request for Reimbursement and Final Inspection*

Consultant will conduct project closeout related activities. This includes drafting an official closeout letter, completing the final progress report, and submitting the final RFR. The official closeout letter will state that the project is 100% complete, the scope of work was completed in compliance with the contract, all relevant codes and standards have been satisfied, note the final cost of the project, and provide the deliverables associated with completion of the sub-grant agreement with the FDEM. The final RFR will provide the overall amount of the request and summary of documentation which provides a breakdown of invoices the applicant would like to be reimbursed for. The fee for this effort will be billed on a per residence basis at a rate of \$1,692.63 per residence following completion of the demolition.

*Maintenance of Records Assistance*

Consultant will support Escambia County in maintaining records of receipts, paid invoices, cancelled checks, contracts, and other documentation required for reimbursement. Consultant will maintain all files relevant to audits and will support Escambia County with audits in accordance with FEMA and FDEM requirements during the life of the contract between Escambia County and Consultant. The fee for this effort will be billed at a rate of \$611.11 per month throughout the life of the grant management efforts.

*Audit Support*

Consultant will coordinate with Escambia County to provide any general assistance and clarification to potential audit findings and draft a response, if necessary. Consultant shall pre-audit all source documentation such as payroll records, project time sheets, attendance logs, value of equipment, etc., and shall ensure the documentation includes required detail describing tasks performed, type of equipment and appropriate rates, task hours and related hourly rate per employee, and employee benefits. This may include support on procurement activities for other services related to acquisition. The fee for this effort, if necessary, will be billed on a lump sum basis.

**TASK 3 – Phase 1 Environmental Site Assessment (ESA)**

The consultant shall conduct a Phase I ESA to identify, to the extent feasible, recognized environmental conditions connected 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 Consultant, or other specialized knowledge or experience that is material to recognized environmental conditions connected with the property is necessary to comply with the ASTM protocol. 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.

## Exhibit A



- 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. Search for recorded environmental cleanup liens. A title search will be conducted for each individual property to identify any environmental cleanup liens or land use encumbrances.
- iv. 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.
- v. 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.
- vi. Site Reconnaissance - A site reconnaissance will be conducted to obtain information indicating the potential for recognized environmental conditions connected with the property(ies). The reconnaissance will consist of systematically traversing the property, during which photographs will be taken to document observations. If 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:
  - 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

## Exhibit A



- vii. 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.
- viii. 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 connected with the property(ies).
- ix. 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.

For this proposal, it has been assumed that a single Phase I ESA will be conducted for the overall area which is anticipated to include 44 properties with frontage along the subject section of Eleven Mile Creek.

### **TASK 4 - 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. 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. The Consultant 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.
- ii. Identification of environmentally sensitive lands and other resources regulated by the natural resource provisions of Escambia County Land Development Code.



## **TASK 5 – Asbestos and Lead Based Paint Survey(s)**

Consultant will conduct a National Emissions Standards for Hazardous Air Pollutants (NESHAPs) pre-demolition asbestos survey of thirty-eight (38) existing residential structures. The sampling strategy will be based on Asbestos Hazard Emergency Response Act (AHERA) sampling method, with a minimum of three samples per homogeneous area. Sampling will be conducted by a Florida Certified Asbestos Inspector. Samples will be sent to our contracted National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory.

Sampling locations within and outside the building will be documented noting building material types, locations and quantities this may include, but is not necessarily limited to, the following types of construction materials:

- Roofing materials
- Pipe Insulation
- Flooring
- Ceiling material
- Wallboard and joint compounds
- Window caulk
- Sealants

The bulk material samples will be transported following chain-of-custody procedures to a laboratory accredited under the National Institute of Standards and Technology (NIST) Voluntary Laboratory Accreditation Program (NVLAP) where they will be analyzed for asbestos using Polarized Light Microscopy (PLM) methods in accordance with EPA Method 600/R- 93/116.

Materials having results of point count analysis of less than 1% are considered to be non-asbestos containing. Polarized Light Microscopy (PLM) is inexpensive, but it cannot identify non-asbestos fibers as asbestos. If the PLM analytical results indicate levels between “trace” (<1%) and 1% asbestos, the samples must be analyzed by point count methodology to better quantify the actual asbestos content. Also, in an effort to eliminate false positives (and costly unnecessary abatement), samples reported as containing between 1% and 10% asbestos can be analyzed/verified by point count. The alternative is to assume the subject material to be asbestos containing.

Upon completion of the above described services, a written report will be prepared and signed by a Florida Licensed Asbestos Consultant (FLAC) pursuant to Florida Statute 469. The reports will include our observations, findings and recommendations.

### **Cost – ABM/LBP**

Scenario 1. 38 residences let all together. Asbestos Survey and Report (including collection of up to 36 samples per residence assuming 38 residences) = \$45,600.00.

If additional samples above and beyond 36 per residence are required, then each additional sample will be charged based on the following:

- Polarized Light Microscopy (PLM) analysis (samples >36) = \$12.00/sample
- Point County (if necessary) = \$35.00/sample

For additional services scenarios see Task 11 below.



Concurrent with the above asbestos survey, a lead based paint (LBP) survey of the residences within each property will be completed. Testing will be performed in accordance with methodology detailed in the 1995 Housing and Urban Development (HUD) Guidelines for the Evaluation and Control of Lead-Based Paint Hazard in Housing, Chapter 7, Lead-Based Paint Inspection, as amended in October of 1997.

Testing will be performed using a RMD LPA-1 X-Ray Fluorescence (XRF) meter by individuals certified in its use by the manufacturer. Testing will be directed by individuals certified by the State of Florida and the Environmental Protection Agency (EPA) in Lead-Based Paint Inspection and Risk Assessment. Real time field sheets will be prepared and submitted as an attachment to our final report. Testing of the Subject Property buildings will include all interior rooms and the exterior of each building.

A written report will be prepared and will include our observations, findings and recommendations. Costs associated with lead based paint survey is included with the costs enumerated for the Asbestos Survey.

#### **TASK 6 – Boundary Survey(s)**

The Consultant shall perform necessary field work and prepare boundary surveys of the residential properties included within the HMGP Grant program for the Bristol Park Area of Eleven Mile Creek project, as requested/directed by Escambia County. Easements or other legal encumbrances upon the property shall be shown if provided by the owner. Completion of property title work shall not be performed and is not included in the proposed scope of services. All work shall be performed in accordance with State of Florida Standards of Practice. For the purposes of this proposal it has been assumed that 45 lot and block boundary surveys per recorded Plats will be required. Additional fee shall be required should the actual number of boundary surveys exceed this assumption or require metes and bounds survey.

#### **TASK 7 – Topographic Survey**

The Consultant shall perform a topographic survey of a length of approximately 5,000 linear feet along the subject section of Eleven Mile creek. The topographic survey shall extend outward from the included section of the creek channel to the most upland extents of the Greenbelt easements established by the Record Plats of Bristol Park Unit 1, Bristol Park Unit II and Ashbury Hills (assumed approximate 300' average width). This effort shall include establishing a survey baseline of approximately 5,000 lineal feet generally along the route of the subject section of Eleven Mile Creek, collection of horizontal and vertical position data for all visible and apparent features, and establishing 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 shown based upon sub-meter accuracy GIS data collected by wetlands consultant.

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. 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 of said survey drawings shall be submitted in State Plane Coordinates.



## **TASK 8 - Stream Ecosystem Enhancement Master Plan**

Consultant will perform a stream and floodplain assessment and evaluation of regional characteristics to analyze the existing condition of the stream as compared to reference environments. Based on the assessment, the Consultant will develop a Stream Ecosystem Enhancement Master Plan documenting feasibility and cost of all possible options for manipulating stream channel and floodplain to achieve water quality, habitat, and flood control objectives considering various constraint scenarios. This Master Plan will support decision-making regarding property acquisition, funding allocations, and regulatory permitting to establish final project footprint.

## **TASK 9 - 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.

## **PHASE I – HMGP Grant Revision and Management Optional Services**

### **TASK 10 – Asbestos and Lead Based Paint Survey Additional Fees for Individual Property Letting**

This task establishes addition fees should the properties included within the HMGP grant not be let as a single batch.

Scenario 2 - Residences are let in bundles of 5: Asbestos Survey and Report (including collection of up to 36 samples per residence assuming 5 residences) = \$6,750.

Scenario 3 - Residences are let individually: Asbestos Survey and Report (including collection of up to 36 samples per residence assuming single residence) = \$2,000 per residence.

If additional samples above and beyond 36 per residence are required, then each additional sample will be charged based on the following:

- Polarized Light Microscopy (PLM) analysis (samples >36) = \$12.00/sample
- Point County (if necessary) = \$35.00/sample

### **TASK 11 – Topographic Survey Transects**

Additional topographic data upland of the extents specified in Task 7 shall be collected by completion of transects approximately perpendicular to the stream channel. For the purposes of this proposal it is assumed that the average transect length is approximately 350' (outside the limits of data collected in Task 7) and that 100 transects would be required (1 transect every 50') along the 5,000 linear foot section of Eleven Mile Creek.



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

The below defined scope of services is based upon the assumption that the stream restoration project would be completed for the entire 5,000 linear foot section of Eleven Mile Creek as a single phase project. However, the final design, and consequently design efforts, for Phase II will depend upon various factors which will only be determined through the completion of the Phase I scope of services. Therefore, scope and fee revisions for Phase II services may need to be revised prior to commencing Phase II services.

**TASK 12 - 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 25 standard penetration test bores to a depth of approximately 10 feet below existing grade. Sieve analysis will be performed for each bore location to determine native soil gradations as necessary for completion of stream restoration and expansion analysis and design. A signed and sealed report of geotechnical exploration will be provided with this Task.

It should be noted that currently scope of service for Geotechnical Engineering does not include services which may be required for design of structures which may be necessary for the completion of the final design. Geotechnical services necessary to establish design parameters required for structural engineering services will require additional fee negotiation.

**TASK 13 – Stream Channel and Floodplain Grading/Enhancement Analysis and Basis of Design Document**

The Consultant shall perform a Stream Channel and Floodplain Grading/Enhancement analysis, based on available land and fixed constraints to document optimal three-dimensional surface, in-stream structures, streambank stabilization measures, and vegetation plan for achieving ecological and flood control objectives. The analysis will include ecological engineering, fluvial geomorphology and stream hydrology and hydraulics evaluations. The channel and floodplain surface will be optimized to minimize erosion risk based on hydraulic modeling results to estimate applied shear stresses and velocities under various flood conditions. Structures, bank revetments, and vegetation will be used to manage stability and optimize ecological values. A Multi-Criteria Decision Analysis (MCDA) will be used to rank cost-benefit of alternatives to support communications with clients and stakeholders. The findings of the analysis shall be summarized in a Basis of Design document which will be used to guide final project design and construction plans.

**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 Eleven Mile Creek Basin hydrographic ADICPR v.3.2 model 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 to evaluate the effect of the final project design upon peak water stages experienced within the subject section of Eleven Mile Creek and surrounding areas.

Based on the information gathered during the assessment phase and conceptual approval from Escambia County, Consultant 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. Consultant will provide project coordination with Escambia County, area residents, FEMA and Florida Department of Emergency Management 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 100%) as well as one plans-in-hand walk through of the project at the 60% design level. This task shall include coordination efforts with any utility owner which may be impacted by the proposed stream restoration and expansion to reduce, to the extent feasible, utility conflicts while preserving the stated project design criteria and goals.

### **TASK 15 – Permitting**

#### **FEMA Post Acquisition Land Use Coordination**

Consultant will provide post-acquisition land use consultation with the FEMA Regional Administrator to ensure use that is compatible with applicable regulations, where necessary. This will include written correspondence with necessary supporting documentation and coordination with the Regional Administrator to demonstrate that subsequent use and any structures are compatible with open space and natural function of the floodplain. These activities must take place prior to beginning construction activities on acquired parcels. For the purpose of this proposal, a total of 44 parcels has been assumed at a rate of \$500.00 per parcel.

#### **State of Florida DEP**

The activity will require an Environmental Resource Permit pursuant to Chapter 62-346, F.A.C. Consultant will complete the application and provide any information needed in support of the application, including functional assessments, enhancement or restoration plan, etc.

Consultant will prepare scope of work, design drawings appropriate for the application, and prepare the Environmental Resource Permit application. Consultant will negotiate with DEP and provide information as necessary leading to the issuance of a permit.

In the Consultant's opinion the project should qualify for short form and standard form projects solely for environmental restoration or enhancement activities, provided such activities are not associated with a mitigation bank and are not being implemented as mitigation for other activities that require a permit under Part IV of Chapter 373, F.S. If this assumption is correct the permit fee will be \$250, which has not been included in the proposed fee.

DEP may require a public easement for portions of the stream channel if the proposed structures will preempt the public use of the waterway. This will require a boundary survey and legal description of the proposed channel.

DEP Processing fee for public easement is anticipated to be \$639, and has not been included in the proposed fee.



Finally, this project may require a variance from state water quality criteria during construction. For example, it may be impossible to meet state water quality criteria for turbidity during the course of construction. To avoid compliance & enforcement issues, Consultant recommends seeking relief from this water quality criteria during construction via a variance or waiver under section 120.542, Florida Statutes. A variance under section 120.542, Florida Statutes, is an agency “modification to all or part of the literal requirements of a rule.” A waiver under section 120.542, Florida Statutes, is an agency decision “not to apply all or part of a rule to a person who is subject to the rule.” This process will require, Consultant to file a petition for a variance containing the following information:

- a. The petitioner's name and signature
- b. The statute or rule from which the variance is sought.
- c. Facts showing that a variance should be granted for one of the reasons in Section 403.201, F.S.
- d. The time period for which the variance is sought (during construction), including the reasons and facts supporting the time period
- e. The requirements the petitioner can meet, including the date or time when the requirements will be met.
- f. The steps or measures the petitioner is taking to meet the requirement from which the variance is sought. If the request is pursuant to Section 403.201(1)(b), F.S., the petitioner shall include a schedule when compliance will be achieved
- g. The fee prescribed in Rule 62-330.071, F.A.C.

DEP will review the application within 30 days after receipt to determine if the petition is complete. If the petition is determined to be incomplete, the petitioner shall be afforded an opportunity to supply additional information before DEP evaluates the petition. Once the petition is complete, DEP shall prepare a notice of intended agency action regarding the petition for a variance, and shall publish it one time in the Florida Administrative Register.

For variance petitions processed by the Department, the petitioner shall also publish notice of intended agency action one time, at its expense, in a newspaper of general circulation, as defined in Section 50.031, F.S., in the county in which the property for which the variance is sought is located. For variance petitions processed by the District, the District will cause the notice of intended agency action to be published, one time, in a newspaper of general circulation, as defined in Section 50.031, F.S., in the county in which the property for which the variance is sought is located.

DEP charges a fee of \$830 to process a variance. This cost is not included in our proposal. Publication costs which include publication of notice of agency action within a newspaper of general circulation in the area affected is not included in our costs.

The proposed stream restoration and expansion will require an individual permit pursuant to Section 404 of the Clean Water Act (33 U.S.C. §1344) and Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. §403). The same Environmental Resource Permit Application submitted to DEP will be sent to the Corps requesting authorization for the Boat Ramp project.

## Exhibit A

The following is a brief outline of the Corps process:

1. Prepare and submit the application.
2. Corps will review the application and may request additional information. Information typically required to complete an application may include, but is not limited to the following:
  - a. Plan and profile drawings depicting the proposed activity
  - b. General description of the geology of the site (Site specific geotechnical information will not be required).
  - c. Description of project objectives
  - d. Adaptive Management Plan
  - e. Biological Evaluation in accordance with 50 CFR 402.12 and 402.14
3. The complete application will allow coordination with agencies with nexus to CWA and RHA
4. Agency coordination may result in a request for additional information
5. After agency coordination, the Corps will publish a public notice. The public notice along with a copy of the permit drawings and a description of the project will be mailed out to the adjacent property owners, the applicant, and consultant. All other interested parties have to access pending public notices from the website.
6. Comments received from the public notice may result in a request for additional information.

If after the process describe above the Corps determines the proposed activity is consistent with their guidelines and all adverse comments received from agency coordination are addressed the Corps will be begin to draft the Environmental Assessment and Statement of Findings (EASOF). Consultant will assist the Corps in drafting the EASOF.

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.

### **TASK 16 – Bid Support and Limited Construction Observation (Hourly Rate)**

Consultant will assist the County in preparing Bid Documents and will provide bid assistance through the bidding process by responding to Contractor RFIs. Consultant 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. Consultant 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. For the purposes of this proposal, a construction duration of 12 months (1 year) has been assumed with twenty 8-hour site visits by Greg Jennings, twenty-eight 8-hour site visits by Justin Barrett and site visits roughly once every two weeks by Mott MacDonald representatives. If actual construction observation service efforts exceed these assumptions additional fee will be required.

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

#### **TASK 17 – Revise HMGP Grant Scope**

Consultant will support the Escambia County with a maximum of one period of performance, scope, and budget modification request to the FDEM. Modification requests will include a cover letter accompanied by relevant documentation, such as a revised scope of work, revised budget, and/or an updated schedule with significant milestones. For the purposes of this proposal it has been assumed that the grant modification effort completed under this Task add seventeen (17) properties to the grant.

**TASK 18 – HMGP Grant Management**

The Consultant will oversee and support administration and management to ensure program compliance with the Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance Guidance and any relevant federal and state laws, regulations, and codes for the awarded and any future awarded grants for a total of 17 residences with an anticipated duration of 36 months (12 quarters). This task includes the following components:

*Quarterly Reporting*

Consultant will support Escambia County with maintaining records of work, schedules, and expenditures and prepare regular progress information in the form of a quarterly report. Quarterly reports will be submitted to the Florida Division of Emergency Management (FDEM) within 15 days of each quarter's end and document project status, milestones, challenges, and setbacks to date for the project. The fee for this effort assumes preparation of 12 quarterly reports at a cost of \$926.42 each.

*Request for Reimbursements*

Consultant will develop and submit Request for Reimbursements (RFR) as requested by Escambia County, but no more frequent than on a quarterly basis. The RFR includes a form which provides the overall amount of the request and summary of documentation which provides a breakdown of invoices that will be submitted for the reimbursement. Consultant will coordinate with Escambia County to ensure all documentation is obtained for all eligible costs incurred throughout the lifecycle of the project. The fee for this effort assumes preparation of 12 requests for reimbursement on a quarterly basis at a cost of \$2,729.67 each.

*Site Visits and Project Monitoring Requests*

Consultant will coordinate site visits when requested by the FDEM or FEMA Region IV and other federal or state funding agencies. Site visits are conducted to verify if the scope of work, and environmental and historic conditions are being or have been fulfilled. Consultant will support Escambia County with responding to any project monitoring documentation requests, which may be requested by the FDEM or FEMA Region IV. The fee for this effort will be billed on a per residence basis at a rate of \$2,450.94 per residence in the month during which time the residence is demolished and the property returned to a natural state.

*Homeowner Coordination*

Consultant will support homeowner communications and coordination as necessary. This includes supporting meetings with homeowners and assisting with questions and other project implementation and coordination activities. The fee for this effort will be billed on a per residence basis at a rate of \$4,910.35 per residence in the month during which time each property is closed upon.

*Project Closeout and Final Request for Reimbursement and Final Inspection*

Consultant will conduct project closeout related activities. This includes drafting an official closeout letter, completing the final progress report, and submitting the final RFR. The official closeout letter will state that the project is 100% complete, the scope of work was completed in compliance with the contract, all relevant codes and standards have been satisfied, note the final cost of the project, and provide the deliverables associated with completion of the sub-grant agreement with the FDEM. The final RFR will provide the overall amount of the request and summary of documentation which provides a breakdown of invoices the applicant would like to be reimbursed for. The fee for this effort will be billed on a per residence basis at a rate of \$1,633.41 per residence following completion of the demolition.

*Maintenance of Records Assistance*

Consultant will support Escambia County in maintaining records of receipts, paid invoices, cancelled checks, contracts, and other documentation required for reimbursement. Consultant will maintain all files relevant to audits and will support Escambia County with audits in accordance with FEMA and FDEM requirements during the life of the contract between Escambia County and Consultant. The fee for this effort will be billed at a rate of \$611.11 per month throughout the life of the grant management efforts.

*Audit Support*

Consultant will coordinate with Escambia County to provide any general assistance and clarification to potential audit findings and draft a response, if necessary. Consultant shall pre-audit all source documentation such as payroll records, project time sheets, attendance logs, value of equipment, etc., and shall ensure the documentation includes required detail describing tasks performed, type of equipment and appropriate rates, task hours and related hourly rate per employee, and employee benefits. This may include support on procurement activities for other services related to acquisition. The fee for this effort, if necessary, will be billed on a lump sum basis.

**TASK 19 – Submerged Land Lease/TIIF Easement Sketch and Description**

This task includes preparation of easement sketch and descriptions as may be required to acquire either a submerged land lease or TIIF easement to complete permitting of proposed improvements associated with the project. Easement Sketch and Description shall be completed on a per sketch and description basis. For the purposes of this proposal only 1 sketch and description has been assumed. Should additional sketch and descriptions be necessary additional fees shall be required.

**SUMMARY**

It should be noted, that Phase II optional services may also include conducting a Cultural Resource Archaeological Survey and/or a Phase 2 Environmental Site Assessment, based upon certain findings from the Phase I scope of services. Unfortunately, the size and complexity of these services could vary drastically based upon the extents of the included areas and the nature of the concern(s). Fees for these services will need to be negotiated prior to commencing the Phase II services for the project.

Exhibit A



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**

A handwritten signature in blue ink that reads 'Steven D. White'.

Steven D. White, PE  
Senior Project Engineer  
T +1 (850) 484 6011  
steven.white@mottmac.com

A handwritten signature in blue ink that reads 'David D. Skipper'.

David D. Skipper, PE  
Vice President

Steven D. White, PE  
Mott MacDonald  
220 West Garden Street, Suite 700  
Pensacola FL 32502

Arcadis U.S., Inc.  
1510 Airport Boulevard, Suite 3  
Pensacola  
Florida 02886  
Tel 850-895-4707  
Fax 850-476-3754  
[www.arcadis.com](http://www.arcadis.com)

Subject:

PD 16-17.011, BRISTOL PARK AREA OF ELEVEN MILE CREEK STREAM  
RESTORATION AND FLOOD PLAIN EXPANSION, Scope and Fee Proposal for  
Third and Final Negotiation Meeting

Date:

January 31, 2017

Contact:

Frank McColm

Dear Mr. White:

Per our call, January 26, 2017 and subsequent conversations regarding the response to the solicitation, please find below a revised scope and fee proposal to perform requested services for the Bristol Park Acquisition and Stream Restoration project. Arcadis' efforts include the following components:

Phone:

850-895-4707

Email:

[Frank.mccolm@arcadis.com](mailto:Frank.mccolm@arcadis.com)

### ***Period of Performance, Scope of Work, and Budget Modification Requests***

Arcadis will support Escambia County with a maximum of two period of performance, scope, and budget modification requests to the Florida Division of Emergency Management (FDEM). Modification requests will include a cover letter accompanied by relevant documentation, such as a revised scope of work, revised budget, and/or an updated schedule with significant milestones. For the purposes of this proposal it has been assumed that the grant modification effort completed under this Task will not modify the number of properties currently included in the approved grant (27) but rather which properties will be included in the grant. A second modification for 17 properties is also included in the attached fee proposal.

### ***Quarterly Reporting***

Arcadis will support Escambia County with maintaining records of work, schedules, and expenditures and prepare regular progress information in the form of a quarterly report. Quarterly reports will be submitted to the FDEM within 15 days of each quarter's end and document project status, milestones, challenges, and setbacks to date for the project. Arcadis will complete up to



twelve quarterly reports for this project. The fee for this effort assumes preparation of 12 quarterly reports at a cost of \$833.33 each.

### ***Request for Reimbursements***

Arcadis will develop and submit Request for Reimbursements (RFR) on a quarterly basis. The RFR includes a form which provides the overall amount of the request and summary of documentation which provides a breakdown of invoices that will be submitted for the reimbursement. Arcadis will coordinate with Escambia County to ensure all documentation is obtained for all eligible costs incurred throughout the lifecycle of the project. Arcadis shall pre-audit all source documentation. This may include support on procurement activities for other services related to acquisition. Arcadis will be responsible for coordinating with the FDEM on all requests for information resulting from the RFR. Arcadis will complete up to 12 RFRs.

### ***Site Visits and Project Monitoring***

Arcadis will perform regular site visits to ensure compliance with grant conditions commensurate with grant scope of work completion. Arcadis will coordinate site visits when requested by the FDEM or FEMA Region IV and other federal or state funding agencies. Site visits are conducted to verify if the scope of work, and environmental and historic conditions are being or have been fulfilled. Arcadis will support Escambia County with responding to any project monitoring documentation requests, which may be requested by the FDEM or FEMA Region IV. Site visits and project monitoring will be invoiced on a per property basis up to 27 properties in accordance with the attached fee proposal.

### ***Property Owner Coordination***

Arcadis will support property owner communications and coordination as necessary. This includes supporting meetings with property owner and assisting with questions and other project implementation and coordination activities. This task also includes working with property owners to collect all necessary documentation for project compliance. Property Owner Coordination support will last for the duration of a contract resulting from this proposal. Property Owner Coordination will be invoiced on a per property basis up to 27 property in accordance with the attached fee proposal.

### ***Project Closeout and Final Inspection***

Arcadis will conduct project closeout related activities for each property throughout the duration of a contract resulting from this proposal. This includes drafting an official closeout letter, completing the final progress report and package, and coordination with State and Federal agencies. The official closeout letter will state that the project is 100% complete, the scope of work was completed in compliance with the contract, all relevant codes and standards have been satisfied, note the final cost of the project, and provide the deliverables associated with completion of the subgrant agreement with the FDEM. Project Closeout and Final Inspection will be invoiced on a per property basis up to 27 properties in accordance with the attached fee proposal.

***Maintenance of Records Assistance***

Arcadis will support Escambia County in maintaining records of receipts, paid invoices, cancelled checks, contracts, and other documentation required for financial and programmatic compliance. Arcadis will maintain all files relevant to audits in accordance with FEMA and FDEM requirements during the life of the contract between Escambia County and Arcadis. Maintenance of records will be invoiced monthly in accordance with the attached fee proposal.

**FEMA Post Acquisition Land Use Coordination**

Consultant will provide post-acquisition land use consultation with the FEMA Regional Administrator to ensure use that is compatible with applicable regulations, where necessary. This will include written correspondence with necessary supporting documentation and coordination with the Regional Administrator to demonstrate that subsequent use and any structures are compatible with open space and natural function of the floodplain.

***Audit Support***

Arcadis will coordinate with Escambia County to provide any general assistance and clarification to potential audit findings and draft a response, if necessary during the life of a contract resulting from this proposal. Audit Support will only be invoiced in the event of an audit.

The above services are for Phase I, Tasks 1 and 2. It was also requested that Arcadis provide a fee to add 17 additional properties during Phase II activities as a contingency. The Scope of Work for these Phase II services will be identical to the above yet only apply to up to 17 properties. A fee for the Phase II services is itemized in the attached fee proposal.

Should you or the County have any additional questions, please do not hesitate to contact me using the information provided above. We appreciate the opportunity to be of service.

Sincerely,



Frank McColm, AICP, CFM  
Senior Management Consultant  
Arcadis U.S., Inc.

Attachments:  
PD 16-17.011 Fee Proposal

**Phase I****Task 1**

Period of Performance, Scope of Work, and Budget Modification Requests	\$	45,000.00	
1st Modification	\$	27,500.00	
2nd Modification	\$	17,500.00	

**Task 2**

Quarterly Reporting	\$	10,000.00	
12 Quarters	\$	833.33	Per Quarter
Requests for Reimbursement	\$	30,000.00	
12 RFRs	\$	2,500.00	Per RFR
Site Visits and Project Monitoring	\$	60,000.00	
27 Homes	\$	2,222.22	Per Home
Homeowner Coordination	\$	120,000.00	
27 Homes	\$	4,444.44	Per Homowner
Project Closeout and Final Inspection	\$	40,000.00	
27 Homes	\$	1,481.48	Per Closeout
Maintenance of Records Assistance	\$	20,000.00	
36 Months	\$	555.56	Per Month
Audit Support	\$	10,000.00	
1 Audit			
Phase I, Task 1 and 2 Total	\$	335,000.00	

**Phase II**

FEMA Post Acquisition Land Use Consultation	\$	22,000.00	
44 Homes	\$	500.00	Per Home
Quarterly Reporting	\$	10,000.00	
12 Quarters	\$	833.33	Per Quarter
Requests for Reimbursement	\$	30,000.00	
12 RFRs	\$	2,500.00	Per RFR
Site Visits and Project Monitoring	\$	37,750.00	
17 Homes	\$	2,220.59	Per Home
Homeowner Coordination	\$	75,750.00	
17 Homes	\$	4,455.88	Per Homowner
Project Closeout and Final Inspection	\$	25,150.00	
17 Homes	\$	1,479.41	Per Closeout
Maintenance of Records Assistance	\$	20,000.00	
36 Months	\$	555.56	Per Month
Audit Support	\$	10,000.00	
1 Audit			
Phase II Total	\$	230,650.00	



January 31, 2017

Steven White, PE, Senior Project Engineer  
Mott MacDonald  
220 West Garden Street, Suite 700  
Pensacola, FL 32502

**RE: Bristol Park Area of Eleven Mile Creek  
Stream Restoration and Floodplain Expansion  
Jennings Environmental and Goodwyn, Mills and Cawood, Inc.  
Scope and Fee Proposal**

Mr. White,

The team of Jennings Environmental and Goodwyn, Mills and Cawood, Inc. is pleased to have this opportunity to work with the Mott MacDonald Team to complete the referenced project. Below is our understanding of each phase, proposed scope, deliverables and fee associated with each phase as part of this project.

Phase 1: Perform Stream and Floodplain Assessment and evaluation of regional characteristics to analyze the existing condition of the stream as compared to reference environments. Based on the assessment, develop a Stream Ecosystem Enhancement Master Plan documenting feasibility and cost of all possible options for manipulating stream channel and floodplain to achieve water quality, habitat, and flood control objectives considering various constraint scenarios. This Master Plan will support decision-making regarding property acquisition, funding allocations, and regulatory permitting to establish final project footprint.

- Deliverables for Phase I
  - Stream Assessment Report
  - Regional Curves for Stream Morphology
  - Conceptual Master Plan
  - Basis of Design Report
  - Ecological Assessment Report
  - Project Recommendations
  - Stakeholder Meetings/Public Involvement
- Fee for Phase I - \$198,000

Phase 2: Stream Channel and Floodplain Grading/Enhancement Plan based on available land and fixed constraints to document optimal three-dimensional surface, in-stream structures, streambank stabilization measures, and vegetation plan for achieving ecological and flood control objectives. A Multi-Criteria Decision Analysis (MCDA) will be used to rank cost-benefit of alternatives to support communications with clients and stakeholders. The channel and floodplain surface will be optimized to minimize erosion risk based on hydraulic modeling results to estimate applied shear stresses and velocities under various flood conditions. Structures, bank revetments, and vegetation will be used to manage stability and optimize ecological values.



January 31, 2017  
Bristol Park/Eleven Mile Creek  
Jennings/GMC Proposal  
Page 2

- Deliverables for Phase II
  - Preliminary Design
  - MCDA Analysis
  - In-stream Structure Recommendation
  - Floodplain Grading and Habitat Plan
  - Hydraulic Modeling (Shear Stress Analysis)
  - Final Design Report
  - Stakeholder Meetings/Public Involvement
- Fee for Phase II - \$207,600
- Stream and Floodplain Construction Oversight: To be performed based on hourly rates listed below
  - Greg Jennings - Restoration Leader - \$225/hr
  - Justin Barrett - Senior Engineer - \$150/hr
  - Lee Walters - Senior Ecologist - \$150/hr
  - Project Engineer - \$120/hr

Jennings Environmental and GMC's total proposed fee to complete Phase I and Phase II of the above defined scope of work is \$405,600 plus hourly rates for construction oversight. Our team looks forward to completing a successful project with the Mott Macdonald team. Please feel free to contact us at anytime if you have any questions in regards to our scope and fee.

Sincerely,  
GOODWYN, MILLS AND CAWOOD, INC.

Justin N. Barrett, PE, CFM  
Environmental

# Exhibit A

Eleven Mile Creek Project, Escambia County, FL

	Greg Jennings, PhD, PE Restoration Leader		Justin Barrett, PE Senior Engineer		Lee Walters, PWS Senior Ecologist		Project Engineer		
	\$	225	\$	150	\$	150	\$	100	
Phase I Deliverables	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Total
Stream Assessment Report	80	\$ 18,000	240	\$ 36,000	24	\$ 3,600	168	\$ 16,800	\$ 74,400
Regional Curves for Stream Morphology	24	\$ 5,400	80	\$ 12,000	0	\$ -	72	\$ 7,200	\$ 24,600
Conceptual Master Plan	24	\$ 5,400	80	\$ 12,000	4	\$ 600	64	\$ 6,400	\$ 24,400
Basis of Design Report	32	\$ 7,200	120	\$ 18,000	4	\$ 600	40	\$ 4,000	\$ 29,800
Ecological Assessment Report	24	\$ 5,400	24	\$ 3,600	56	\$ 8,400	24	\$ 2,400	\$ 19,800
Multi-Criteria Decision Analysis (MCDA) for Selecting Design Approach	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -
Project Recommendation	16	\$ 3,600	24	\$ 3,600	8	\$ 1,200	16	\$ 1,600	\$ 10,000
Stakeholder Meetings/Public Involvement	40	\$ 9,000	24	\$ 3,600	16	\$ 2,400	0	\$ -	\$ 15,000
TOTAL FOR PHASE I	240	\$ 54,000	592	\$ 88,800	112	\$ 16,800	384	\$ 38,400	\$ 198,000
Phase II Deliverables	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Total
Multi-Criteria Decision Analysis (MCDA) for Selecting Design Approach	24	\$ 5,400	80	\$ 12,000	8	\$ 1,200	56	\$ 5,600	\$ 24,200
Preliminary Design	64	\$ 14,400	240	\$ 36,000	40	\$ 6,000	224	\$ 22,400	\$ 78,800
In-stream Structure Recommendation	24	\$ 5,400	48	\$ 7,200	4	\$ 600	16	\$ 1,600	\$ 14,800
Floodplain Grading and Habitat Plan	24	\$ 5,400	32	\$ 4,800	0	\$ -	48	\$ 4,800	\$ 15,000
Hydraulic Modeling (Shear Stress Analysis)	32	\$ 7,200	136	\$ 20,400	0	\$ -	120	\$ 12,000	\$ 39,600
Final Design Report	24	\$ 5,400	48	\$ 7,200	24	\$ 3,600	40	\$ 4,000	\$ 20,200
Stakeholder Meetings/Public Involvement	40	\$ 9,000	24	\$ 3,600	16	\$ 2,400	0	\$ -	\$ 15,000
TOTAL FOR PHASE II	232	\$ 52,200	608	\$ 91,200	92	\$ 13,800	504	\$ 50,400	\$ 207,600
Stream and Floodplain Construction Oversight	160	\$ 36,000	200	\$ 30,000	24	\$ 3,600	0	\$ -	\$ 69,600
TOTAL FOR PROJECT	632	\$ 142,200	1,400	\$ 210,000	228	\$ 34,200	888	\$ 88,800	\$ 475,200

January 31, 2017

Steve White  
Mott MacDonald  
220 West Garden Street; Suite 700  
Pensacola, FL 32502

**Re:     *Scope and Fee Proposal***  
***Bristol Park***

Dear Mr. White,

Please accept this letter as a proposal of our firm to undertake certain due diligence tasks associated with the Bristol-Ashbury Hills HMGP & Eleven Mile Creek Floodplain and Stream Restoration Project. The following scope and fees are enumerated below:

**Task 1. Delineation of Wetland and other Environmentally Sensitive Resources (Fee: \$7,000).**  
**Schedule – 45 days after notice to proceed is given for specific tasks.**

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. 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 submeter 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.

WSI will also characterize each ecological community & condition within the subject property and identify environmentally sensitive lands and other resources regulated by the natural resource provisions of Escambia County Land Development Code.

**Task 2. Phase I Environmental Assessment (Cost \$10,100). Schedule 30 days after notice to proceed given for specific task.**

Phase I ESA – The ESA will be conducted to identify, to the extent feasible, recognized environmental conditions in connection with the subject property. Wetland Sciences, Inc., proposes to perform the Phase I ESA 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 scope of services includes the following activities.

1. Review of Information Provided - Documents and information provided by the client will be reviewed and evaluated, including previous environmental investigations or assessments, legal

## Exhibit A

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. 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. Wetland Sciences, Inc. will search readily available public records for environmental liens and activity and use limitations.

2. 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.
3. Search for recorded environmental cleanup liens. A title search will be conducted for each individual property to identify and environmental cleanup liens or land use encumbrances.
4. 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.
5. 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.
6. 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:
  - a. General site setting, current and past uses
  - b. Geological, hydrogeologic, hydrologic and topographic conditions
  - c. Improvements including structures, roads, and utilities
  - d. Hazardous substances and petroleum products
  - e. Storage tanks, vents, fill pipes, access ways
  - f. PCB containing equipment
  - g. Stains, corrosion, and stressed vegetation
  - h. Drains, sumps, pits, ponds and lagoons associated with waste disposal
  - i. Solid waste, wastewater, wells, and septic systems
  - j. Odors (Strong, pungent or noxious)
  - k. Drums or containers of hazardous substances, petroleum products or unidentified containers



7. 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.
8. 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.
9. 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.

For this task, it has been assumed that a single Phase I ESA will be prepared for the overall project area which is anticipated to include 44 properties fronting Eleven Mile Creek.

**Task 3. Asbestos Survey & Lead Based Paint Survey (Cost see below). Schedule 20-days after NTP for specific task.**

Sub consultants retained by Wetland Sciences, Inc. will conduct a National Emissions Standards for Hazardous Air Pollutants (NESHAPs) pre-demolition asbestos survey of the existing residential structures. The sampling strategy will be based on Asbestos Hazard Emergency Response Act (AHERA) sampling method, with a minimum of three samples per homogeneous area. Sampling will be conducted by a Florida Certified Asbestos Inspector. Samples will be sent to our contracted National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory.

Sampling locations within and outside the building will be documented noting building material types, locations and quantities this may include, but is not necessarily limited to, the following types of construction materials:

- Roofing materials
- Pipe Insulation
- Flooring
- Ceiling material
- Wallboard and joint compounds
- Window caulk
- Sealants

The bulk material samples will be transported following chain-of-custody procedures to a laboratory accredited under the National Institute of Standards and Technology (NIST) Voluntary Laboratory Accreditation Program (NVLAP) where they will be analyzed for asbestos using Polarized Light Microscopy (PLM) methods in accordance with EPA Method 600/R- 93/116.

Materials having results of point count analysis of less than 1% are considered to be non asbestos containing. Polarized Light Microscopy (PLM) is inexpensive, but it cannot identify non-asbestos fibers as asbestos. If the PLM analytical results indicate levels between “trace” (<1%) and 1% asbestos, the samples must be analyzed by point count methodology to better quantify the actual asbestos content. Also, in an effort to eliminate false positives (and costly unnecessary abatement), samples reported as containing between 1% and 10% asbestos can be analyzed/verified by point count. The alternative is to assume the subject material to be asbestos containing.

## Exhibit A

Upon completion of the above described services, a written report will be prepared and signed by a Florida Licensed Asbestos Consultant (FLAC) pursuant to Florida Statute 469. The reports will include our observations, findings and recommendations.

### Cost – ABM/LBP

1. Scenario 1. 38 residences let all together. Asbestos Survey and Report (including collection of up to 36 samples per residence assuming 38 residences) = \$43,200.
2. Scenario 2. Residences let in bundles of 5. Asbestos Survey and Report (including collection of up to 36 samples per residence assuming 5 residences) = \$6,750.
3. Scenario 3. Residences are let individually. If each residence is let individually the cost will be \$2,000 per residence.

If additional samples above and beyond 36 per residence are required then each additional sample will be charged based on the following:

- Polarized Light Microscopy (PLM) analysis (samples >36) = \$12.00/sample
- Point County (if necessary) = \$35.00/sample

Concurrent with the above asbestos survey, a lead based paint (LBP) survey of the residences within each property will be completed. Testing will be performed in accordance with methodology detailed in the 1995 Housing and Urban Development (HUD) *Guidelines for the Evaluation and Control of Lead-Based Paint Hazard in Housing, Chapter 7, Lead-Based Paint Inspection, as amended in October of 1997.*

Testing will be performed using a RMD LPA-1 X-Ray Fluorescence (XRF) meter by individuals certified in its use by the manufacturer. Testing will be directed by individuals certified by the State of Florida and the Environmental Protection Agency (EPA) in Lead-Based Paint Inspection and Risk Assessment. Real time field sheets will be prepared and submitted as an attachment to our final report. Testing of the Subject Property buildings will include all interior rooms and the exterior of each building.

A written report will be prepared and will include our observations, findings and recommendations. Costs associated with lead based paint survey is included with the costs enumerated for the Asbestos Survey.

### **TASK 4 – Environmental Resource Permitting and Agency Negotiations - \$17,000**

Wetland Sciences, Inc. will assist Mott MacDonald with the preparation and submittal of necessary applications for both State and Federal environmental resource permits. The following is a brief summary of our proposed action plan:

#### **State of Florida DEP**

The activity will require an Environmental Resource Permit pursuant to Chapter 62-346, F.A.C. Wetland Sciences, Inc. will complete the environmental & wetland portions of the application. This will include any information needed in support of the application, including functional assessments, enhancement or restoration plan, etc. This does not include any surveying or engineering that may be required.

DEP may require a public easement for portions of the stream channel if the proposed structures will preempt the public use of the waterway. This will require a boundary survey and legal description of the proposed channel. Survey costs are not included with our proposal.

## Exhibit A

Wetland Sciences, Inc. will work with the design engineer to prepare scope of work, design drawings appropriate for the application, and prepare the Environmental Resource Permit application. WSI will negotiate with DEP and provide information as necessary leading to the issuance of a permit.

DEP Permit Fees (not included in our quote). In my opinion the project should qualify for short form and standard form projects solely for environmental restoration or enhancement activities, provided such activities are not associated with a mitigation bank and are not being implemented as mitigation for other activities that require a permit under Part IV of Chapter 373, F.S. If this assumption is correct the permit fee will be \$250. If the project requires an individual permit then the fee will be \$420.

DEP Processing fee for public easement (not included in our quote): \$639

Finally, this project may require a variance from state water quality criteria during construction. For example, it may be impossible to meet state water quality criteria for turbidity during the course of construction. To avoid compliance & enforcement issues, I would recommend seeking relief from this water quality criteria during construction via a **variance or waiver under section 120.542, Florida Statutes**. A variance under section 120.542, Florida Statutes, is an agency “modification to all or part of the literal requirements of a rule.” A waiver under section 120.542, Florida Statutes, is an agency decision “not to apply all or part of a rule to a person who is subject to the rule.” This process will require, WSI to file a petition for a variance containing the following information:

- a. The petitioner’s name and signature
- b. The statute or rule from which the variance is sought.
- c. Facts showing that a variance should be granted for one of the reasons in Section 403.201, F.S.
- d. The time period for which the variance is sought (during construction), including the reasons and facts supporting the time period
- e. The requirements the petitioner can meet, including the date or time when the requirements will be met.
- f. The steps or measures the petitioner is taking to meet the requirement from which the variance is sought. If the request is pursuant to Section 403.201(1)(b), F.S., the petitioner shall include a schedule when compliance will be achieved
- g. The fee prescribed in Rule 62-330.071, F.A.C.

DEP will review the application within 30 days after receipt to determine if the petition is complete. If the petition is determined to be incomplete, the petitioner shall be afforded an opportunity to supply additional information before DEP evaluates the petition. Once the petition is complete, DEP shall prepare a notice of intended agency action regarding the petition for a variance, and shall publish it one time in the *Florida Administrative Register*. For variance petitions processed by the Department, the petitioner shall also publish notice of intended agency action one time, at its expense, in a newspaper of general circulation, as defined in Section 50.031, F.S., in the county in which the property for which the variance is sought is located. For variance petitions processed by the District, the District will cause the notice of intended agency action to be published, one time, in a newspaper of general circulation, as defined in Section 50.031, F.S., in the county in which the property for which the variance is sought is located.

DEP charges a fee of \$830 to process a variance. This cost is not included in our proposal. Publication costs which include publication of notice of agency action within a newspaper of general circulation in the area affected is not included in our costs.

## **Federal**

The proposed boat ramp will require an individual permit pursuant to Section 404 of the Clean Water Act (33 U.S.C. §1344) and Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. §403). The same Environmental Resource Permit Application submitted to DEP will be sent to the Corps requesting authorization for the Boat Ramp project.

The following is a brief outline of the Corps process:

1. Prepare and submit the application.
2. Corps will review the application and may request additional information. Information typically required to complete an application may include, but is not limited to the following:
  - a. Plan and profile drawings depicting the proposed activity
  - b. General description of the geology of the site (Site specific geotechnical information will not be required).
  - c. Description of project objectives
  - d. Adaptive Management Plan
  - e. Biological Evaluation in accordance with 50 CFR 402.12 and 402.14
3. The complete application will allow coordination with agencies with nexus to CWA and RHA
4. Agency coordination may result in a request for additional information
5. After agency coordination, the Corps will publish a public notice. The public notice along with a copy of the permit drawings and a description of the project will be mailed out to the adjacent property owners, the applicant, and consultant. All other interested parties have to access pending public notices from the website.
6. Comments received from the public notice may result in a request for additional information.

If after the process describe above the Corps determines the proposed activity is consistent with their guidelines and all adverse comments received from agency coordination are addressed the Corps will be begin to draft the Environmental Assessment and Statement of Findings (EASOF). We will assist the Corps in drafting the EASOF. Federal will charge a permit fee of \$100.

### **TASK 5 – Cultural Resources Initial Consultation with Florida Department of State Division of Historical Resources (Fee: \$750)**

WSI will complete a review of the master site file maintained by the Florida Division of Historical Resources. WSI 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 6 – Sub Deliverables for Phase II – Stream Channel and Floodplain Grading/Enhancement Plan**

1. Vegetation plan - WSI will provide technical support for vegetation components Stream and Floodplain Restoration Project. Services will include development of a comprehensive planting plan including:
  - i. Species
  - ii. Specifications
  - iii. General installation guidance
  - iv. Monitoring

- v. Adaptive management
- vi. Maintenance plan

Total this subtask: \$3,000

2. Ecological improvement plan – This plan will identify existing ecological communities within the project site including detailed observations 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. The plan will provide general recommendations regarding the restoration of the native eco-types.

Total this subtask: \$3,000

3. Invasive plant management strategy – This plan will provide management practices to control exotic and nuisance plant species identified within the project site. WSI will identify exotic and nuisance species within the project site and develop management prescriptions.

Total this subtask: \$3,000

4. Tree preservation strategy – WSI will identify intact native communities and/or individual trees within the project site deserving of avoidance and preservation. WSI will work with the design engineer to ensure construction plans and project implementation carefully considers existing ecological inventory.

Total this subtask: \$3,000

This concludes our scope and fee proposal. If you have any questions, please do not hesitate to contact me at (850) 453-4700.

Respectfully,

**WETLAND SCIENCES, INC.**



Keith Johnson  
Environmental Scientist

Enclosures: As indicated



February 2, 2017

Mr. Steven D. White, PE  
Senior Project Engineer  
Mott MacDonald  
220 West Garden Street, Suite 700  
Pensacola, Florida 32502

**SUBJECT: Geotechnical Exploration Proposal  
Bristol Park Road, Eleven Mile Creek Flood Plain  
Escambia County, Florida**

Dear Steven:

**Larry M. Jacobs & Associates, Inc. (LMJ)** sincerely appreciates the opportunity to submit the following proposal for providing a geotechnical exploration for the subject project. The purpose of this geotechnical exploration is to determine the general subsurface conditions in the flood plain of Eleven Mile Creek near Bristol Park Road and to provide soil classifications. The following sections outline our recommended scope of services, a cost estimate for providing these services, and the proposed terms and conditions.

### PROJECT AND SITE DESCRIPTION

The project site is located in the flood plain of Eleven Mile Creek in Escambia County, Florida. The project extends on both sides of the creek from 297A to south of Bristol Park Road at its southern most point. We understand the client wants 25 soil borings to evaluate the soil types in the area. At the time of this proposal, the flood plain is thickly wooded, and has steep slopes in some areas. If any of this information changes or is incorrect, please let us know as it may require changes to our scope.

### PROPOSED SCOPE OF SERVICES

The following proposed scope of services is based on the information supplied and our experience in the area with similar projects. We propose to perform the following:

- ▼ Locate the borings at the site. We have included a budget for a dozer or other equipment for clearing.
- ▼ Clear registered utilities at the site with Sunshine State One Call. Private or non-registered utilities are the responsibility of the client to clear.
- ▼ Obtain the COE/FDEP permit needed to drill in wetlands. Note that this permit can take 30-60 days to obtain.
- ▼ Mobilize a tripod mounted drill rig and drill team to the site.
- ▼ As requested, drill 25 Standard Penetration Test (SPT) borings to a depth of 10 feet.
- ▼ Perform a visual classification and laboratory testing of the soil samples obtained during our exploration. Our proposal includes a budget for wash #200 sieve, grainsize and water content tests to evaluate and document basic soil properties.

A professional geotechnical engineer licensed in the state of Florida will manage the project, and the results of the exploration will be presented in a letter report that will address the following:

- ▼ Existing site characteristics.
- ▼ Exploration, testing, and sampling methods.



- ▼ Subsurface soils encountered and soil classifications.
- ▼ Depth to groundwater or perched water at the time of drilling.
- ▼ A discussion of laboratory test results.
- ▼ AUTOCAD drafted boring logs.

### ESTIMATED COSTS

We propose to provide the scope of services in this proposal for an estimated cost of **\$25,343.00**, and an itemized cost breakdown is attached as **Figure #1**. This proposal includes a difficult moving budget to help us access the site. This proposal assumed we have right of entry to the boring locations, that the sites are accessible and that we will not experience excessive delays due to debris at borehole locations or for other reasons outside of our control. If such conditions are encountered that may cause the cost of the exploration to exceed the budget figure, we will notify the client and obtain approval for the additional work before proceeding.

### AUTHORIZATION

To authorize us to proceed with this project, please complete, sign, and return a copy of the attached **Agreement for Professional Services (Figure #2)** to our office. If the authorization for this work is faxed or emailed to initiate the work, the original signed authorization is needed for our records, which can be forwarded by return mail.

**LMJ** appreciates the opportunity to present you with this proposal, and we look forward to working with you on this project. If you have any questions or comments or require any further information, please do not hesitate to call us at your convenience.

Sincerely,

**LARRY M. JACOBS & ASSOCIATES, INC.**

A handwritten signature in black ink, appearing to read 'David Liechty', is positioned above the printed name and title.

David Liechty, PE  
Project Engineer

Attachments

Figure #1

**LMJ COST BREAKDOWN**

<b>CLIENT:</b>	<b>Mott McDonald</b>
<b>PROJECT:</b>	<b>Eleven Mile Creek Flood Plain</b>

UNIT FEE	EST. QTY	
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**FIELD TESTING/DRILLING SERVICES**

MOBILIZATION		\$350.00 /EA		
	26-75 MI	\$450.00 /EA	1	450.00
	76-125 MI	\$500.00 /EA		
DRILL CREW FOR SPT SAMPLING	0-40 FT	\$13.00 /LF		
	41-80 FT	\$15.00 /LF		
	81-120 FT	\$18.00 /LF		
TRIPOD BORINGS	0-30 FT	\$19.00 /LF	250	4,750.00
<b>25 @ 10 ft</b>	31-60 FT	\$21.00 /LF		
OBTAIN UNDISTURBED SHELBY TUBE		\$85.00 /DY		
DOZER OR CHIPPER RENTAL		\$200.00 /HR	20	4,000.00
DIFFICULT MOVING		\$125.00 /HR	75	9,375.00
ENGINEERING TECH (LOCATE BORINGS & CLEAR UTILITIES)		\$50.00 /HR	20	1,000.00
PERMIT LUMP SUM		\$750.00 /EA	1	750.00
<b>FIELD TESTING/DRILLING TOTAL</b>				<b>\$20,325.00</b>

**LABORATORY TESTING SERVICES**

WATER CONTENT	\$15.00 /EA		
SIEVE ANALYSIS	\$70.00 /EA	25	1,750.00
WASH #200 SIEVE	\$40.00 /EA	25	1,000.00
PERMEABILITY (INCL. UNIT WEIGHT & MOISTURE CONTENT)	\$110.00 /EA		
ATTERBERG LIMITS TEST	\$90.00 /EA		
BASIC PROPERTIES TESTING ALLOWANCE			
LABORATORY TESTING TOTAL			\$2,750.00

**ENGINEERING SERVICES**

SENIOR PRINCIPAL GEOTECHNICAL ENGINEER	\$135.00 /HR		
PRINCIPAL GEOTECHNICAL ENGINEER	\$120.00 /HR	2	240.00
PROJECT ENGINEER	\$105.00 /HR	16	1,680.00
PROJECT MANAGER	\$100.00 /HR		
CAD TECHNICIAN	\$58.00 /HR	6	348.00
ENGINEERING TOTAL			\$2,268.00

<b>TOTAL ESTIMATED COST</b>	<b>\$25,343.00</b>
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### AN AGREEMENT FOR PROFESSIONAL SERVICES

<b>CLIENT:</b>	Mr. Steven D. White, PE Senior Project Engineer Mott MacDonald 220 West Garden Street, Suite 700 Pensacola, Florida 32502	<b>DATE:</b> February 2, 2017 <b>PHONE:</b> 850.602.9780 <b>EMAIL:</b> steven.white@mottmac.com
<b>SUBJECT:</b>	Geotechnical Exploration Proposal Bristol Park Road, Eleven Mile Creek Flood Plain	

The attached letter forwards our cost proposal for providing a Geotechnical Exploration for the subject project. We propose to provide the services as described and under the conditions presented in the attached letter for an estimated fee of **\$25,343.00**.

LMJ looks forward to working with you on this project. Please have the party responsible for payment of our services **FILL IN THE BOXED SECTION** of this form, **SIGN YOUR AUTHORIZATION** and **RETURN ONE ORIGINAL** of this form to our office to activate our services including the distribution of our report. If the authorization for this work is faxed to initiate the work, we will still need the signed original authorization for our records, which can be forwarded by return mail. If you have any questions or comments, please feel free to call.

**THE TERMS AND CONDITIONS ON PAGE TWO OF THIS FORM ARE PART OF THIS AGREEMENT.**

**FOR: LARRY M. JACOBS & ASSOCIATES, INC.**

**BY:** \_\_\_\_\_

President

**TERMS:** ☒ Due on receipt

Herein constitutes my authorization to proceed with and obligates payment for the subject services referenced above in the proposal and if necessary personally guarantees said payment. Invoices are due when rendered. *Invoices shall be considered past due if not paid within 30 days after the invoice date*, unless a previous agreement for extended time for payment has been arranged, and Larry M. Jacobs & Associates, Inc. (LMJ) may without waving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the past due balance(s). In the event any portion or all of an account remains unpaid 90 days after billing the Client agrees to pay cost of collection, including all credit bureau, collection agency, and/or reasonable attorney's fees.

#### **PROPERTY OWNER:**

Name _____	Phone #: (____) _____
Address _____	Fax #: (____) _____
City, State _____ Zip Code _____	Email: _____

#### **PARTY RESPONSIBLE FOR PAYMENT (If different than Client):**

Name _____	Phone #: (____) _____
Address _____	Fax #: (____) _____
City, State _____ Zip Code _____	Email: _____

**CLIENT'S NAME:** \_\_\_\_\_

**AUTHORIZED BY:** \_\_\_\_\_ (Please Print or Type) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**Signature:** \_\_\_\_\_  
(Must be signed by a Principal or Officer of the Company)

Figure #2

## TERMS AND CONDITIONS

**Larry M. Jacobs & Associates, Inc. (LMJ)** its officers, stockholders, and employees, hereinafter referred to as the Geotechnical Engineer of Record (GER), shall perform the services outlined in this agreement for the stated fee agreement.

### Access To Site and Hidden Utilities

Unless otherwise stated, the GER will have access to the site for activities necessary for the performance of the services. The GER will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage. The GER shall not be responsible for damage to hidden utilities. It is the Clients' responsibility to provide the GER with the locations of said hidden utilities.

### Fee

The total fee shall be understood to be an estimate, based on an agreed upon Scope of Services, and shall not be exceeded without approval of the Client.

### Indemnification

The Client shall indemnify and hold harmless the GER and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act of omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the GER) or anyone for whose acts any of them may be liable.

### Hidden Conditions

A geotechnical condition is hidden if it is not encountered in the planned geotechnical investigation which incorporates currently accepted standards of Geotechnical Engineering. If the GER has reason to believe that such a condition may exist, the client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the GER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the GER shall not be responsible for the existing condition or any resulting damages to persons or property. The GER shall also not be responsible for the release or aggravation of any hazardous materials encountered by the geotechnical investigation.

### Risk Allocations

In recognition of the relative risks, rewards and benefits of the project to both the Client and the GER, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the GER's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of \$50,000, the amount of the GER's fee (whichever is greater) or other amount agreed upon when added under special conditions. Such causes, include, but are not limited to the GER's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

### Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay the GER for all services, rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

### Ownership Documents

All documents produced by the GER under this agreement shall remain the property of the GER and may not be used by this Client for any other endeavor without the written consent of the GER.

### Applicable Law

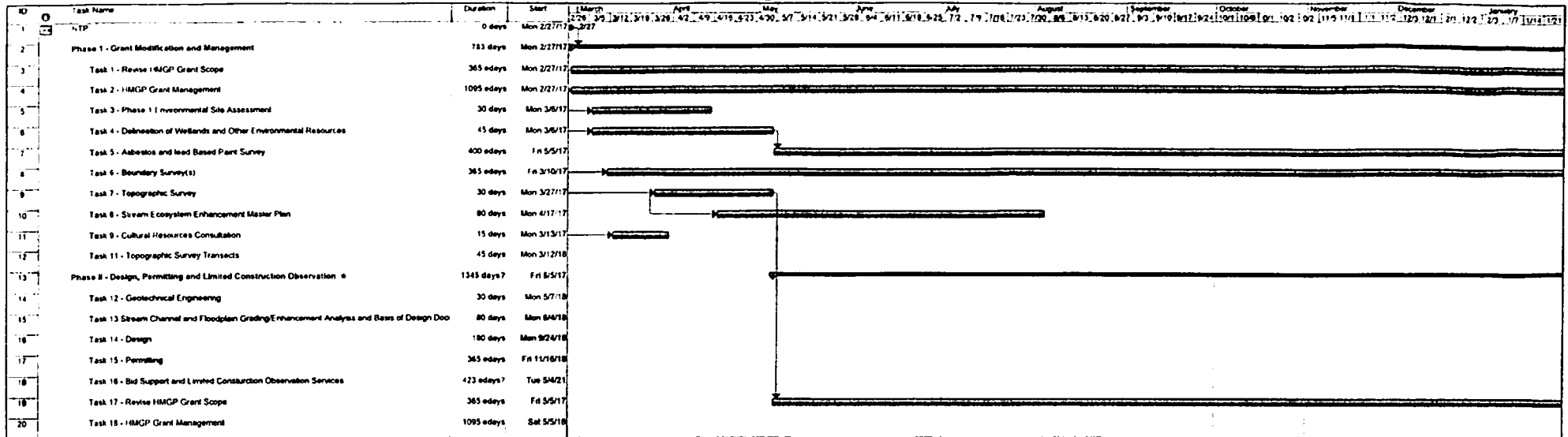
Unless otherwise specified, the laws of the principal place of business of the GER shall govern this agreement.

### Mediation

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and the GER agree that all disputes between them arising out of or relating to this agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

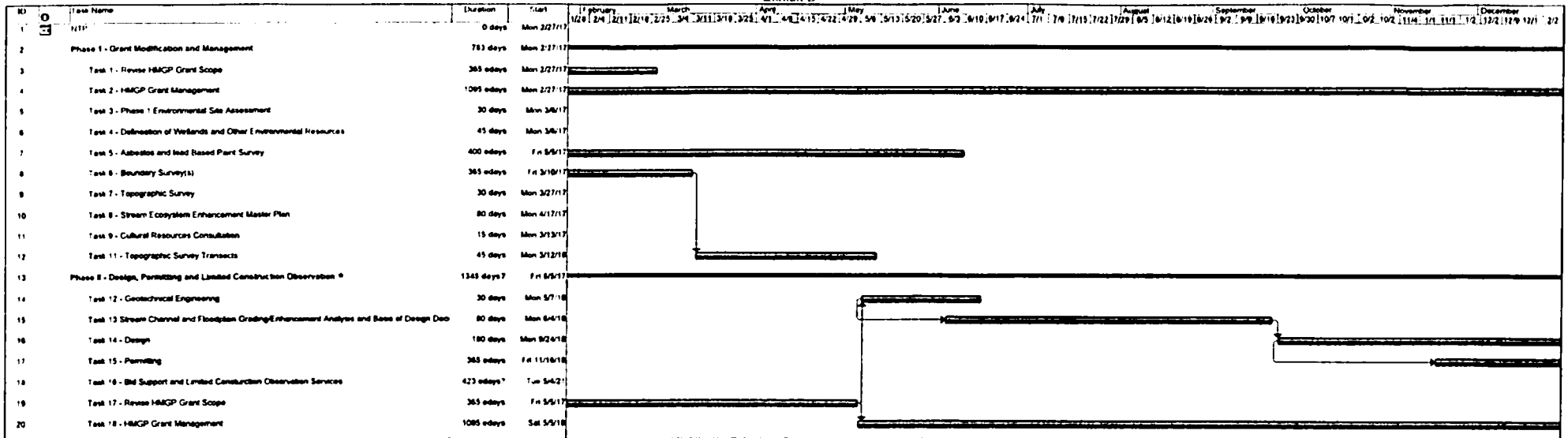
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# Exhibit B



\* Phase II scope and level of effort are currently undefined. Proposed Phase II schedule should be considered preliminary and will need to be revised prior to commencement of Phase II services, once the actual scope of services can be clearly defined.

# Exhibit B



\* Phase II scope and level of effort are currently undefined. Proposed Phase II schedule should be considered preliminary and will need to be revised prior to commencement of Phase II services, once the actual scope of services can be clearly defined.

## Exhibit B

ID	Task Name	Duration	Start
1	NTP	0 days	Mon 2/27/17
2	Phase 1 - Grant Modification and Management	783 days	Mon 2/27/17
3	Task 1 - Revise HIRGP Grant Scope	365 edays	Mon 2/27/17
4	Task 2 - HIRGP Grant Management	1095 edays	Mon 2/27/17
5	Task 3 - Phase 1 Environmental Site Assessment	30 days	Mon 3/6/17
6	Task 4 - Delineation of Wetlands and Other Environmental Resources	45 days	Mon 3/6/17
7	Task 5 - Asbestos and Lead Based Paint Survey	400 edays	Fri 5/5/17
8	Task 6 - Boundary Survey(s)	365 edays	Fri 3/10/17
9	Task 7 - Topographic Survey	30 days	Mon 3/27/17
10	Task 8 - Stream Ecosystem Enhancement Master Plan	80 days	Mon 4/17/17
11	Task 9 - Cultural Resources Consultation	15 days	Mon 3/13/17
12	Task 11 - Topographic Survey Transects	45 days	Mon 3/12/18
13	Phase II - Design, Permitting and Limited Construction Observation *	1345 days?	Fri 5/5/17
14	Task 12 - Geotechnical Engineering	30 days	Mon 5/7/18
15	Task 13 Stream Channel and Floodplain Grading Enhancement Analysis and Basis of Design Doc	80 days	Mon 6/4/18
16	Task 14 - Design	180 days	Mon 9/24/18
17	Task 15 - Permitting	365 edays	Fri 11/16/18
18	Task 16 - Bid Support and Limited Construction Observation Services	423 edays?	Tue 5/4/21
19	Task 17 - Revise HIRGP Grant Scope	365 edays	Fri 5/5/17
20	Task 18 - HIRGP Grant Management	1095 edays	Sat 5/5/18

\* Phase II scope and level of effort are currently undefined. Proposed Phase II schedule should be considered preliminary and will need to be revised prior to commencement of Phase II services, once the actual scope of services can be clearly defined.

## Exhibit B

ID	Task Name	Duration	Start	December	January	February	March	April	May	June	July	August	September	October
1	1.1P	0 days	Mon 2/27/17	1/2	1/21	1/28	2/1	2/2	2/5	2/12	2/19	2/26	3/2	3/9
2	Phase 1 - Grant Modification and Management	713 days	Mon 2/27/17											
3	Task 1 - Revise HBGP Grant Scope	365 days	Mon 2/27/17											
4	Task 2 - HBGP Grant Management	1085 days	Mon 2/27/17											
5	Task 3 - Phase 1 Environmental Site Assessment	30 days	Mon 3/6/17											
6	Task 4 - Delineation of Wetlands and Other Environmental Resources	45 days	Mon 3/6/17											
7	Task 5 - Asbestos and Lead Based Paint Survey	400 days	Fri 5/5/17											
8	Task 6 - Boundary Survey(s)	365 days	Fri 3/10/17											
9	Task 7 - Topographic Survey	30 days	Mon 3/27/17											
10	Task 8 - Stream Ecosystem Enhancement Master Plan	80 days	Mon 4/17/17											
11	Task 9 - Cultural Resources Consultation	15 days	Mon 3/13/17											
12	Task 11 - Topographic Survey Transects	45 days	Mon 3/12/18											
13	Phase II - Design, Permitting and Limited Construction Observation *	1345 days?	Fri 6/5/17											
14	Task 12 - Geotechnical Engineering	30 days	Mon 5/7/18											
15	Task 13 Stream Channel and Floodplain Grading/Enhancement Analysis and Basis of Design Doc	80 days	Mon 6/4/18											
16	Task 14 - Design	180 days	Mon 9/24/18											
17	Task 15 - Permitting	365 days	Fri 11/16/18											
18	Task 16 - Bid Support and Limited Construction Observation Services	423 days?	Tue 5/4/21											
19	Task 17 - Revise HBGP Grant Scope	365 days	Fri 5/5/17											
20	Task 18 - HBGP Grant Management	1085 days	Sat 5/5/18											

\* Phase II scope and level of effort are currently undefined. Proposed Phase II schedule should be considered preliminary and will need to be revised prior to commencement of Phase II services, once the actual scope of services can be clearly defined.

Project: Britton Park Area of 11 Mile C  
Date: Tue 12/11/17

Task  
Split

Progress  
Milestone

Summary  
Project Summary

External Task  
External Milestone

Deadline

# Exhibit B

ID	Task Name	Duration	Start	November	December	January	February	March	April	May	June	July	August	September
1	ITP	0 days	Mon 2/27/17											
2	Phase I - Grant Modification and Management	783 days	Mon 2/27/17											
3	Task 1 - (Revise) BMGP Grant Scope	365 days	Mon 2/27/17											
4	Task 2 - BMGP Grant Management	1095 days	Mon 2/27/17											
5	Task 3 - Phase I Environmental Site Assessment	30 days	Mon 3/6/17											
6	Task 4 - Delineation of Wetlands and Other Environmental Resources	45 days	Mon 3/6/17											
7	Task 5 - Asbestos and Lead Based Paint Survey	420 days	Fri 5/5/17											
8	Task 6 - Boundary Survey(s)	365 days	Fri 3/10/17											
9	Task 7 - Topographic Survey	30 days	Mon 3/27/17											
10	Task 8 - Stream Ecosystem Enhancement Master Plan	80 days	Mon 4/17/17											
11	Task 9 - Cultural Resources Consultation	15 days	Mon 3/13/17											
12	Task 11 - Topographic Survey Transects	45 days	Mon 3/12/16											
13	Phase II - Design, Permitting and Limited Construction Observation	1345 days?	Fri 5/5/17											
14	Task 12 - Geotechnical Engineering	30 days	Mon 5/7/18											
15	Task 13 Stream Channel and Floodplain Grading/Enhancement Analysis and Basis of Design Dev	80 days	Mon 6/4/18											
16	Task 14 - Design	180 days	Mon 8/24/18											
17	Task 15 - Permitting	365 days	Fri 11/16/18											
18	Task 16 - Bid Support and Limited Construction Observation Services	423 days?	Tue 5/4/21											
19	Task 17 - Revise BMGP Grant Scope	365 days	Fri 5/5/17											
20	Task 18 - BMGP Grant Management	1095 days	Sat 5/5/17											

\* Phase II scope and level of effort are currently undefined. Proposed Phase II schedule should be considered preliminary and will need to be revised prior to commencement of Phase II services, once the actual scope of services can be clearly defined.

Project: Buford Park Area of 11 Mile C  
Date: Tue 1/31/17

Task  
Split

Progress  
Milestone

Summary  
Project Summary

External Tasks  
External Milestone


Deadline


# Exhibit B


ID	Task Name	Duration	Start	End	October	November	December	January	February	March	April	May	June	July	August
1	1.1P	0 days	Mon 2/27/17		9/12/17	9/19/17	9/26/17	10/3/17	10/10/17	10/17/17	10/24/17	10/31/17	11/7/17	11/14/17	11/21/17
2	Phase 1 - Grant Modification and Management	783 days	Mon 2/27/17												
3	Task 1 - Revise HMGP Grant Scope	365 days	Mon 2/27/17												
4	Task 2 - HMGP Grant Management	1095 days	Mon 2/27/17												
5	Task 3 - Phase 1 Environmental Site Assessment	30 days	Mon 3/6/17												
6	Task 4 - Delineation of Wetlands and Other Environmental Resources	45 days	Mon 3/6/17												
7	Task 5 - Asbestos and Lead Based Paint Survey	400 days	Fri 5/5/17												
8	Task 6 - Boundary Survey(s)	365 days	Fri 3/10/17												
9	Task 7 - Topographic Survey	30 days	Mon 3/27/17												
10	Task 8 - Stream Ecosystem Enhancement Master Plan	80 days	Mon 4/17/17												
11	Task 9 - Cultural Resources Consultation	15 days	Mon 3/13/17												
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15	Task 13 Stream Channel and Floodplain Grading/Enhancement Analysis and Basis of Design Doc	80 days	Mon 5/4/17												
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18	Task 16 - Bid Support and Limited Construction Observation Services	423 days?	Tue 5/4/17												
19	Task 17 - Revise HMGP Grant Scope	365 days	Fri 5/5/17												
20	Task 18 - HMGP Grant Management	1095 days	Sat 5/5/17												


\* Phase II scope and level of effort are currently undefined. Proposed Phase II schedule should be considered preliminary and will need to be revised prior to commencement of Phase II services, once the actual scope of services can be clearly defined.



Mott MacDonald - Labor Fee Prime Consultant																	Sub-Consultants (Lump Sum)												
Task No.	Task Description	Senior Project Engineer	Project Engineer	Engineer III	Engineer I/II	Designer III	Designer IV	Technician II	Administrative Assistant IV	Principal	Two-Man Survey Crew	Survey Technician	Senior Surveyor	Topographic Survey Transect Per Linear Foot	Easement Sketch and Description per each	Boundary Survey Complete	Arcadis (Lump Sum)	Wetland Sciences ABM/LBP Per Bundle of 5 Houses	Wetland Sciences ABM/LBP Per Individual House	Wetland Sciences (Lump Sum)	Jennings Environmental/ Goodwyn Mills Cawood (Lumpo Sum)	Greg Jennings (Hourly Rate)	Justin Barrett (Hourly Rate)	Larry M. Jacobs & Associates (Lump Sum)	Fees				
		\$ 181.00	\$ 117.00	\$ 96.00	\$ 78.00	\$ 73.00	\$ 105.00	\$ 75.00	\$ 44.00	\$ 220.00	\$ 132.00	\$ 89.00	\$ 124.00	\$ 2.00	\$ 2,100.00	\$ 1,000.00	\$ 750.00	\$ 800.00				\$ 225.00	\$ 150.00						
PHASE I - HMGP GRANT REVISION AND MANAGEMENT																													
TASK 1 -REVISE HMGP GRANT SCOPE																													
	Period of Performance, Scope of Work and Budget Modifications Requests (27 Total Properties)	8	12														27,500								30,352				
	Subtotal Hours =	8	12	-	-	-	-	-	-	-	-	-	-	-	-	-	27,500	-	-	-	-	-	-	-	Subtotal Labor Fee = \$	30,352			
TASK 2 - HMGP GRANT MANAGEMENT																													
	Quarterly Reporting	1	8														\$ 10,000								11,117				
	Requests for Reimbursement	3	19														\$ 30,000								32,766				
	Site Visits and Project Monitoring	7	41														\$ 60,000								66,064				
	Homeowner Coordination	13	83														\$ 120,000								132,064				
	Project Closeout and Final Inspection	4	28														\$ 40,000								44,000				
	Maintenance of Records Assistance	2	14														\$ 20,000								22,000				
	Audit Support	1	7														\$ 10,000								11,000				
	Subtotal Hours =	31	200	-	-	-	-	-	-	-	-	-	-	-	-	-	290,000	-	-	-	-	-	-	-	Subtotal Labor Fee = \$	319,011			
TASK 3 - PHASE 1 ENVIRONMENTAL SITE ASSESSMENT																													
	Phase 1 Environmental Site Assessment	1	7															\$ 10,100							11,100				
	Subtotal Hours =	1	7	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10,100	-	-	-	-	Subtotal Labor Fee = \$	11,100			
TASK 4 - DELINEATION OF WETLANDS AND OTHER ENVIRONMENTAL RESOURCES																													
	Delineation of Wetlands and Other Environmental Resources	2	6															\$ 7,000							8,064				
	Subtotal Hours =	2	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7,000	-	-	-	-	Subtotal Labor Fee = \$	8,064			
TASK 5 - ASBESTOS AND LEAD BASED PAINT SURVEY(S)																													
	Asbestos and Lead Based Paint Survey(s)	16	32															\$ 45,600							52,240				
	Subtotal Hours =	16	32	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	45,600	-	-	-	-	Subtotal Labor Fee = \$	52,240			
TASK 6 - BOUNDARY SURVEY(S)																													
	Perform and Prepare Boundary Survey															45									45,000				
	Subtotal Hours =	-	-	-	-	-	-	-	-	-	-	-	-	-	-	45	-	-	-	-	-	-	-	-	Subtotal Labor Fee = \$	45,000			
TASK 7 - TOPOGRAPHIC SURVEY																													
	Horizontal Project Control										20	5	6												3,829				
	Vertical Project Control										30	7	9												5,699				
	Baseline										50	12	14												9,404				
	Topography/DTM										230	70	45												42,170				
	Subtotal Hours =	-	-	-	-	-	-	-	-	-	330	94	74	-	-	-	-	-	-	-	-	-	-	-	Subtotal Labor Fee = \$	61,102			
TASK 8 - STREAM ECOSYSTEM ENHANCEMENT MASTER PLAN																													
	Stream Assessment Report	33	67															\$ 74,400							88,212				
	Regional Curvs for Stream Morpholgy	11	22															\$ 24,600							29,165				
	Conceptual Master Plan	11	22															\$ 24,400							28,965				
	Basis of Design Report	13	27															\$ 29,800							35,312				
	Ecological Assessment Report	9	18															\$ 19,800							23,535				
	Project Recommendations	4	9															\$ 10,000							11,777				
	Stakeholder Meetings/Public Involvement	7	13															\$ 15,000							17,788				
	Subtotal Hours =	88	178	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	198,000	-	-	-	-	Subtotal Labor Fee = \$	234,754			
TASK 9 - CULTURAL RESOURCE CONSULTATION																													
	Cultural Resource Consultation		1	-														\$ 750							867				
	Subtotal Hours =	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	750	-	-	-	-	Subtotal Labor Fee = \$	867			
																									PHASE I BASIC SERVICES TOTAL			\$	762,490

Mott MacDonald - Labor Fee Prime Consultant																	Sub-Consultants (Lump Sum)												Fees
Task No.	Task Description	Senior Project Engineer	Project Engineer	Engineer III	Engineer I/II	Designer III	Designer IV	Technician II	Administrative Assistant IV	Principal	Two-Man Survey Crew	Survey Technician	Senior Surveyor	Topographic Survey Transect Per Linear Foot	Easement Sketch and Description per each	Boundary Survey Complete	Arcadis (Lump Sum)	Wetland Sciences ABM/LBP Per Bundle of 5 Houses	Wetland Sciences ABM/LBP Per Individual House	Wetland Sciences (Lump Sum)	Jennings Environmental/ Goodwyn Mills Cawood (Lumpo Sum)	Greg Jennings (Hourly Rate)	Justin Barrett (Hourly Rate)	Larry M. Jacobs & Associates (Lump Sum)					
		\$ 181.00	\$ 117.00	\$ 96.00	\$ 78.00	\$ 73.00	\$ 105.00	\$ 75.00	\$ 44.00	\$ 220.00	\$ 132.00	\$ 89.00	\$ 124.00	\$ 2.00	\$ 2,100.00	\$ 1,000.00	\$ 750.00	\$ 800.00				\$ 225.00	\$ 150.00						
PHASE I - HMGP GRANT REVISION AND MANAGEMENT OPTIONAL SERVICES																													
TASK 10 - ASBESTOS AND LEAD BASED PAINT SURVEY ADDITIONAL FEES FOR INDIVIDUAL PROPERTY LETTING																													
	Senario 2 Asbestos and lead based paint survey additional fees if properties let in bundles of 5	1	6															7	3						8,533				
	Scenario 3 Asbestos and lead based paint survey additional fees if properties let individually	6	21																38						33,943				
	Subtotal Hours =	6	21	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7	38	-	-	-	-	-					
Subtotal Labor Fee = \$																											33,943		
TASK 11 - TOPOGRAPHIC SURVEY TRANSECTS																													
	TOPOGRAPIC SURVEY TRANSECTS (OUTSIDE OF LIMITS DEFINED IS TASK 7)													35,000											70,000				
	Subtotal Hours =	-	-	-	-	-	-	-	-	-	-	-	-	35,000	-	-	-	-	-	-	-	-	-	-					
Subtotal Labor Fee = \$																											70,000		
PHASE I OPTIONAL SERVICES TOTAL \$																											103,943		
PHASE II - DESIGN, PERMITTING AND LIMITED CONSTRUCTION OBSERVATION BASIC SERVICES																													
TASK 12 - GEOTECHNICAL EXPLORATION																													
	Geotechnical Exploration	4	12																					\$ 25,343	27,471				
	Subtotal Hours =	4	12	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	25,343					
Subtotal Labor Fee = \$																											27,471		
TASK 13 - STREAM CHANNEL AND FLOODPLAIN GRADING/ENHANCEMENT ANALYSIS AND BASIS OF DESIGN DOCUMENT																													
	MCDA Analysis	12	22																		\$ 24,200				28,946				
	Preliminary Design	31	78																		\$ 78,800				93,537				
	In-stream Structure Recommendation	6	15																		\$ 14,800				17,641				
	Floodplain Grading and Habitat Plan	6	15																		\$ 15,000				17,841				
	Hydraulic Modeling	15	39																		\$ 39,600				46,878				
	Final Design Report	8	20																		\$ 20,200				23,988				
	Vegetation Plan	2	6																		\$ 3,000				4,064				
	Ecological Improvement Plan	2	6																		\$ 3,000				4,064				
	Invasive Plant Management Strategy	2	5																		\$ 3,000				3,947				
	Tree Preservation Strategy	2	5																		\$ 3,000				3,947				
	Stakeholder Meetings/Public Involvement	6	15																		\$ 15,000				17,841				
	Subtotal Hours =	92	226	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12,000	207,600	-	-	-					
Subtotal Labor Fee = \$																											262,694		
TASK 14 - DESIGN																													
	30% Design Development	120	240				360																		87,600				
	30% Design Review Meeting	2	2																						596				
	30% Utility Coordination Meeting	1	1																						298				
	60% Design Development	116	240				360																		86,876				
	60% Design Review Meeting	2	2																						596				
	60% Utility Coordination	1	1																						298				
	60% Plans in hand Walk Throught	4																							724				
	100% Design Development	40	120				120																		33,880				
	100% Design Review Meeting	2	2																						596				
	100% Utility Coordination	1	1																						298				
	IFC Documents	20	40																						8,300				
	Subtotal Hours =	309	649	-	-	-	840	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-					
Subtotal Labor Fee = \$																											220,062		
TASK 15 - PERMITTING																													
	FEMA Post Acquisition Land Use Consultation	6	12														\$ 22,000								24,480				
	Prepare Permit Submittals (NWFWMP, FDEP, USACE)	10	12				40											\$ 5,000							12,414				
	Agency Negotiation and Coordination	20	20															\$ 12,000							17,960				
	Prepare and Submit FEMA "No Rise" Certification	80	200																						37,880				
	Permit Application Fees																				\$ 1,989								
	Subtotal Hours =	116	244	-	-	-	40	-	-	-	-	-	-	-	-	-	22,000	-	-	18,989	-	-	-	-					
Subtotal Labor Fee = \$																											92,744		
TASK 16 - BID SUPPORT AND LIMITED CONSTRUCTION OBSERVATION (HOURLY RATE)																													
	Bidding Support Services	8	16				16																		5,000				
	Construction Observation	40	200																			160	224		100,240				
	As-Built Drawings	12	24				40																		9,180				
	Subtotal Hours =	60	240	-	-	-	56	-	-	-	-	-	-	-	-	-	-	-	-	-	-	160	224	-					
Subtotal Labor Fee = \$																											114,420		
PHASE II BASIC SERVICES TOTAL \$																											717,391		

Mott MacDonald - Labor Fee Prime Consultant																	Sub-Consultants (Lump Sum)												
Task No.	Task Description	Senior Project Engineer	Project Engineer	Engineer III	Engineer I/II	Designer III	Designer IV	Technician II	Administrative Assistant IV	Principal	Two-Man Survey Crew	Survey Technician	Senior Surveyor	Topographic Survey Transect Per Linear Foot	Easement Sketch and Description per each	Boundary Survey Complete	Arcadis (Lump Sum)	Wetland Sciences ABMLBP Per Bundle of 5 Houses	Wetland Sciences ABMLBP Per Individual House	Wetland Sciences (Lump Sum)	Jennings Environmental/ Goodwyn Mills Cawood (Lumpo Sum)	Greg Jennings (Hourly Rate)	Justin Barrett (Hourly Rate)	Larry M. Jacobs & Associates (Lump Sum)	Fees				
		\$ 181.00	\$ 117.00	\$ 96.00	\$ 78.00	\$ 73.00	\$ 105.00	\$ 75.00	\$ 44.00	\$ 220.00	\$ 132.00	\$ 89.00	\$ 124.00	\$ 2.00	\$ 2,100.00	\$ 1,000.00		\$ 750.00	\$ 800.00			\$ 225.00	\$ 150.00						
PHASE II - DESIGN, PERMITTING AND LIMITED CONSTRUCTION OBSERVATION OPTIONAL SERVICES																													
TASK 17 -REVISE HMGP GRANT SCOPE																													
Period of Performance, Scope of Work and Budget Modifications Requests (17 Additional Propeties)		5	10														17,500								19,575				
Subtotal Hours =		5	10	-	-	-	-	-	-	-	-	-	-	-	-	-	17,500	-	-	-	-	-	-	-	-				
																									Subtotal Labor Fee = \$		19,575		
TASK 18 - HMGP GRANT MANAGEMENT																													
Quarterly Reporting		1	8														\$ 10,000								11,117				
Requests for Reimbursement		3	19														\$ 30,000								32,766				
Site Visits and Project Monitoring		10	18														\$ 37,750								41,666				
Homeowner Coordination		22	32														\$ 75,750								83,476				
Project Closeout and Final Inspection		8	10														\$ 25,150								27,768				
Maintenance of Records Assistance		2	14														\$ 20,000								22,000				
Audit Support		1	7														\$ 10,000								11,000				
Subtotal Hours =		47	108	-	-	-	-	-	-	-	-	-	-	-	-	-	208,650	-	-	-	-	-	-	-	-				
																									Subtotal Labor Fee = \$		229,793		
TASK 19 -SUBMERGED LAND LEASE/TIITF EASEMENT SKETCH AND DESCRIPTION																													
Easement Sketch and Description															1										2,100				
Subtotal Hours =		-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-				
																									Subtotal Labor Fee = \$		2,100		
																									PHASE II OPTIONAL SERVICES TOTAL \$		251,468		
OVERALL PROJECT FEE SUMMARY																													
																									PHASE I BASIC SERVICE TOTAL \$		762,490		
																									PHASE I OPTIONAL SERVICES TOTAL \$		103,943		
																									PHASE I TOTAL \$		866,433		
																									PHASE II BASIC SERVICES TOTAL \$		717,391		
																									PHASE II OPTIONAL SERVICES TOTAL \$		251,468		
																									PHASE II TOTAL \$		968,859		
																									OVERALL PROJECT TOTAL \$		1,835,292		

Mott MacDonald - Labor Fee Prime Consultant																	Sub-Consultants											
Task No.	Task Description	Senior Project Engineer	Project Engineer	Engineer III	Engineer III	Designer III	Designer IV	Technician II	Administrative Assistant IV	Principal	Two-Man Survey Crew	Survey Technician	Senior Surveyor	Topographic Survey Transect Per Linear Foot	Easement Sketch and Description per each	Boundary Survey Complete	Arcadis (Lump Sum)	Wetland Sciences ABM/LBP Per Bundle of 5 Houses	Wetland Sciences ABM/LBP Per Individual House	Wetland Sciences (Lump Sum)	Jennings Environmental/ Goodwyn Mills Cawood (Lumpo Sum)	Greg Jennings (Hourly Rate)	Justin Barrett (Hourly Rate)	Larry M. Jacobs & Associates (Lump Sum)	Fees			
		\$ 181.00	\$ 117.00	\$ 96.00	\$ 78.00	\$ 73.00	\$ 105.00	\$ 75.00	\$ 44.00	\$ 220.00	\$ 132.00	\$ 89.00	\$ 124.00	\$ 2.00	\$ 2,100.00	\$ 1,000.00	\$ 750.00	\$ 800.00			\$ 225.00	\$ 150.00						
FEMA REIMBURSIBLE TOTAL																												
PHASE 1 BASIC SERVICES																												
TASK 1 -REVISE HMGP GRANT SCOPE																									\$ 30,352			
TASK 2 - HMGP GRANT MANAGEMENT																									\$ 319,011			
TASK 3 - PHASE 1 ENVIRONMENTAL SITE ASSESSMENT																									\$ 11,100			
TASK 5 - ASBESTOS AND LEAD BASED PAINT SURVEY(S)																									\$ 52,240			
TASK 6 - BOUNDARY SURVEY(S)																									\$ 45,000			
TASK 9 - CULTURAL RESOURCE CONSULTATION																									\$ 867			
PHASE I BASIC SERVICES TOTAL																									\$ 458,570			
PHASE 1 OPTIONAL SERVICES																												
TASK 10 - ASBESTOS AND LEAD BASED PAINT SURVEY ADDITIONAL FEES FOR INDIVIDUAL PROPERTY LETTING																									\$ 33,943			
PHASE I OPTIONAL SERVICES TOTAL																									\$ 33,943			
SUMMARY																												
PHASE I BASIC SERVICES TOTAL																									\$ 458,570			
PHASE I OPTIONAL SERVICES TOTAL																									\$ 33,943			
FEMA REIMBUSIBLE TOTAL																									\$ 492,513			
NON-FEMA REIMBURSIBLE TOTAL																												
PHASE 1 BASIC SERVICES																												
TASK 4 - DELINEATION OF WETLANDS AND OTHER ENVIRONMENTAL RESOURCES																									\$ 8,064			
TASK 7 - TOPOGRAPHIC SURVEY																									\$ 61,102			
TASK 8 - STREAM ECOSYSTEM ENHANCEMENT MASTER PLAN																									\$ 234,754			
PHASE I BASIC SERVICES TOTAL																									\$ 303,920			
PHASE 1 OPTIONAL SERVICES																												
TASK 11 - TOPOGRAPHIC SURVEY TRANSECTS																									\$ 70,000			
PHASE I OPTIONAL SERVICES TOTAL																									\$ 70,000			
SUMMARY																												
PHASE I BASIC SERVICES TOTAL																									\$ 303,920			
PHASE I OPTIONAL SERVICES TOTAL																									\$ 70,000			
NON -FEMA REIMBUSIBLE TOTAL																									\$ 373,920			