

**STANDARD PROFESSIONAL CONSULTING SERVICES
CONTRACT DOCUMENTS**

FOR

**AGREEMENT BETWEEN
ESCAMBIA COUNTY**

AND

HDR Engineering, Inc.

PD 17-18.040, Design Services for Motley Court Gulley Improvements

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

(Revised June 2016)

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AGREEMENT

THIS AGREEMENT is made and entered into this 21th day of June, 2018, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and HDR Engineering, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 25 West Cedar Street, Suite 200, Pensacola, Florida 32502-5945, and whose Federal tax identification number is 47-0680568 (hereinafter referred to as the "Consultant").

ARTICLE I **DEFINITIONS AND IDENTIFICATIONS**

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

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

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

1.3 **CONTRACT ADMINISTRATOR:** Whenever the term "Contract Administrator" is used herein, it is intended to mean Mariana Correa, Engineering Project Coordinator, Public Works/Engineering. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

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

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

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

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

1.8 **PROJECT:** It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 17-18.040, Design Services for Motley Court Gulley Improvements.

ARTICLE 2
PREAMBLE

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

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 17-18 in the amount of Seventy Five Thousand Two Hundred Sixty Five Dollars and Seventy Four Cents (\$75,265.74) 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 17-18.040, Design Services for Motley Court Gulley Improvements, and as represented in the Consultant's Letter of Interest response to PD 17-18.040, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

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

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

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

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

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

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

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

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

(b) The estimated construction contract price for the project described in the Agreement is \$761,094.

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 Seventy Five Thousand Two Hundred Sixty Five Dollars and Seventy Four Cents (\$75,265.74). Final payment will be subject to approval by the Board of County Commissioners.

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

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

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

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

5.4 METHOD OF BILLING AND PAYMENT:

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

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

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

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

5.5 NOTICES:

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

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

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

HDR Engineering, Inc.
25 West Cedar Street, Suite 200
Pensacola, Florida 32502-5945

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

Mariana Correa
Engineering Project Coordinator
Public Works/Engineering
3363 West Park Place
Pensacola, FL 32501

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

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

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

ARTICLE 7
COUNTY'S RESPONSIBILITIES

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

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

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

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

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

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 **QUALITY OF SERVICES:**

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

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

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

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

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

8.2 **CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:**

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

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

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

ARTICLE 9
GENERAL PROVISIONS

9.1 **OWNERSHIP OF DOCUMENTS:**

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

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

9.2 TERMINATION:

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

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

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

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

9.3 RECORDS:

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

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. 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 Paul Nobles, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

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

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

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

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

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

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

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

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

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

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

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

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

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

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

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

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

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

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

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

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

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

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

By: _____
Jack R. Brown, County Administrator

Date: _____

BCC Approved: June 21, 2018

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

By: _____
Christine S. Kefauver, Vice President

Date: _____

Witness

Witness

ATTEST: Corporate Secretary

By: _____
Secretary

Scope Of Work:

Motley Court Gulley Improvements PD 17-18.040

Introduction: The following scope of work for the referenced project describes tasks associated with the design of repairs to the gulley erosion located at the end of Motley Court traveling north to Clear Creek. Escambia County submitted a Damage Survey Report (DSR) to the Natural Resource Conservation Service (NRCS) for Emergency Watershed Protection (EWP) funding. The gulley was formed from an existing drainage way flowing across what appears to be natural topography. The County owns 30 feet of unopened right-of-way along the east boundary of Boulder Creek 1st Addition. The gulley appears to meander through a combination of the County right-of-way, University of West Florida (UWF) property to the east of the County right-of-way and extends to the south through a privately-owned parcel. Property or easement acquisition for the project is expected. The gulley ranges in width from 10-40 feet and ranges in depth from 3-20 feet. Deeper sections of the gulley are threatening private property to the west. The general goal of the project is to reduce the risk of erosion impacts to Clear Creek and private property.

Project Limits: Project limits consist of approximately 1700 linear feet of gulley located from Motley Court at the south end to Clear Creek at the north end. It is expected that property or easement acquisition will be required from UWF and at least one other private property located at the north end of the project.

Summary of Work requested by Escambia County: The design work will consider improvements included in the DSR such as sediment basins and drainage system installation for energy dissipation. HDR will prepare a preliminary plan for review by the County and NRCS before proceeding final design. Design for the repairs of the Motley Court Gulley will consist of project coordination, data collection, site & hydraulic analysis, plans production, permitting, and construction assistance activities. Topographic survey activities will be performed considering the conceptual design area by Nobles Consulting Group, Inc. Geotechnical investigation will be performed by Larry M. Jacobs & Associates, Inc. The geotechnical investigation will evaluate soil properties and provide recommendations on proposed slope, sediment basin, and berm design.

Assumptions and Conditions:

1. The purpose of the project is to design a solution to reduce the risk of gulley erosion within the described project limits.
2. Escambia County will directly coordinate activities with NRCS. HDR will provide assistance during coordination.
3. Formal public involvement services are not included in this contract. HDR will, however, coordinate with adjacent property owners if required as part of design and analysis.
4. HDR will utilize existing subdivision design information to be provided by the County in hydraulic design.
5. Updates to FEMA mapping will not be required. This project will not require a floodplain development permit.

6. The project is not expected to require a USACE permit. There are no wetland impacts anticipated.
7. The project is expected to qualify for NFWMD ERP General Permit. This permit does not require a fee under the 10/2 rule.
8. Utility impacts are not anticipated, although all owners that show up on the Sunshine One call will be notified of the project and will be provided with phase deliverables. Because little utility involvement is anticipated, a conflict matrix will not be provided. Coordination will take place on an individual basis. Design of any adjustments required will be the responsibility of the utility owner.
9. Plans will be developed in Microstation format and will be provided to the County/Contractor in AutoCAD format.
10. The following standards and specifications will be utilized for the project in governing order and as amended by contract documents:
 - a. Escambia County General Paving and Drainage Technical Specifications, effective: 02/01/2015; revised 05/17/2017
 - b. FDOT Standard Plans for Road and Bridge Construction, 2018-2019
 - c. FDOT Standard Specifications for Road and Bridge Construction, July 2018
11. Limited construction assistance is included in this scope and fee.
12. Construction observation and inspection services are not included in this scope and fee and are presumed to be contracted separately or performed by Escambia County.

TASK 1 – PROJECT COORDINATION & DATA COLLECTION

TASK 2 – SITE & HYDRAULIC ANALYSIS

TASK 3 – PLANS PRODUCTION

TASK 4 – PERMITTING

TASK 5 – CONSTRUCTION ASSISTANCE

TASK 1 - PROJECT COORDINATION & DATA COLLECTION

Objective:

Staff meetings between HDR and Escambia County personnel will establish communication protocol, strategies, and action plans. Collect field data as the basis of design. Manage project activities and report to the County.

HDR Activities:

- Conduct meetings to coordinate project concepts and project deliverables. Assume two (2) deliverable meetings.
- Provide County PM with status reports to accompany invoices. Assumes seven (7) month schedule based on NRCS-EWP 220-day schedule.
- Coordination and meetings with surveyor and geotechnical engineer.
- Conduct two (2) field reviews to verify design concepts. Wetland limits will be flagged by a Professional Wetland Scientist (PWS) for inclusion in survey data collection. HDR will perform a tree survey utilizing GPS following preliminary design in order to minimize the effort and reduce survey costs.
- Coordinate project activities with stakeholders including County Engineering & Maintenance Staff, property owners, and utility owners. Assumes three (3) additional coordination meetings. Figures will be provided for property owners if required.

Sub-consultant Activities – Topographic Survey

- Assumes that any private property access will be coordinated and granted by the County.
- Collect topographic information over heavily wooded 100'+/- corridor to be centered on an existing gully. The survey area to be collected to be approximately 5 acres.
- Cross-section intervals shall not exceed 100'. Where possible, topographical data shall exceed the right of way width by a minimum of 5'.
- Depict the east line of Boulder Creek First Addition subdivision and the right of way line of Motley Court, based on field-located boundary monuments.
- Locate and depict aboveground visible evidence of underground utilities as evidenced by aboveground features marked by others, at the time of field survey. HDR will coordinate with utility owners for the marking of underground utilities.
- Reference Survey and submitted electronic files to the Florida North Zone State Plane Coordinate System, North American Datum of 1983 and the North American Vertical Datum of 1988.
- Provide 4 project control points with horizontal and vertical values, being no more than 1,000' apart.
- Prepare 2 legal descriptions and sketch of proposed easements.
- Field work: Traverse, Bench Line, Topographic Data Collection, Locate right of way and subdivision monumentation, Reference Project Database to Published Horizontal/Vertical Control, & Set Project Control
- Project management & supervision by PSM
- CAD work: Process Data, prepare Survey, and Legal Descriptions and Sketch
- Note that tree survey is not included in scope of survey activities

Sub-consultant Activities – Geotechnical Investigation

- Assumes that any private property access will be coordinated and granted by the County.
- Field work will include visits by engineering staff, hand auger/probe borings, and possibly some portable tripod mounted SPT borings. This assumes that Standard Penetration Test borings are not possible due to the substantial clearing that would be required.
- Assumes 3 days of field work to gather soil information.
- Locate the borings at the site.
- Clear registered utilities at the site with the Sunshine Network, if applicable. Non-registered or private utilities are the responsibility of the HDR to clear.
- Site visit and gully trek by engineering staff.
- Mobilize drill team and truck mounted drilling rig to the site as applicable.
- Soil data collection fieldwork consisting of hand auger/probe borings, collection of soil samples along gully walls, and possible portable tripod mounted Standard Penetration Test (SPT) borings if accessible. Note that the hand auger/probe borings cannot extend substantially below the groundwater table in sandy soils.
- Perform a visual classification and laboratory testing of the soil samples obtained during exploration. This includes an allowance for basic laboratory properties testing, such as moisture content and percent passing a number 200 sieve.
- A professional geotechnical engineer licensed in the state of Florida will manage the geotechnical effort, and the results of the exploration will be presented in a report that will address the following:
 - Existing site characteristics.
 - Exploration, testing, and sampling methods.
 - Subsurface soils encountered and soil classifications.
 - Depth to groundwater at the time of drilling.
 - A discussion of the basic laboratory test results.
 - A discussion of existing soils encountered in the borings and gully area for reuse in the berm construction.
 - A discussion of site preparation techniques and construction considerations including general comments, subgrade preparation, fill placement, and compaction of the berms.
 - A discussion of bedding/backfill of piping and structures.

Deliverables:

- Meeting Minutes
- Status Reports
- Copy County on related correspondence activities
- Certified hard copies of Survey & legal descriptions
- Certified Geotechnical Investigation Report

TASK 2 - SITE & HYDRAULIC ANALYSIS

Objective:

Perform analysis of data collected, analysis of site conditions, and analysis of drainage conditions to provide design alternatives to be used for project objectives and plans preparation.

HDR Activities:

- Review existing site data including existing drainage design/studies, maintenance records, and damage records submitted to NRCS.
- Analyze existing site drainage features and review constructability of concepts.
- Provide drainage design, slope design, surface treatment, and basin sub-delineations utilizing existing subdivision plans, County/NOAA GIS data, site visits, survey data, and geotechnical investigation. Interconnected Pond and Channel Routing (ICPR) version 4 will be utilized for H&H design. Model iterations and design will consider stages in the 25-year and 100-year storm events.
- Prepare construction cost estimates for design utilizing the latest County Pricing Agreement with inflation of bid prices considered. Considerations of work effort provided in the existing Damage Survey Report (DSR) will be noted while estimating project costs.
- Provide design documentation summarizing design decisions and the final work to be performed.
- Deliverables will consist of preliminary and final per the NRCS schedule provided.

Deliverables:

- Design Documentation Report, hard copy and PDF for each deliverable.

TASK 3 - PLANS PRODUCTION

Objective:

Upon County approval of the design concept, develop construction plans and contract documents for bidding.

HDR Activities:

- Key Sheet
- Summary of Pay Items Sheet
- Project Layout/Control Sheet
- General Notes Sheet
- Plan Sheets (includes Utility Adjustments)
- Profile Sheets (includes Drainage Structure details)
- Cross Sections
- Sediment Basin & Details Sheets
- SWPPP & Erosion Control General Plan
- Final Bid Documents including any TSPs for specialty items
- Deliverables will consist of preliminary and final per the NRCS schedule provided.

Deliverables:

- Construction Plans reproducible to 1"=40' scale 11x17 reproducible to 1"=20' scale 24x36 sheets at each design phase for plan view. Provide one (1) hard copy and PDF for each deliverable. Provide signed and sealed plans and CD for final delivery.
- Final Bid Documents

TASK 4 - PERMITTING

Objective:

Provide project information, plans, and details required for environmental agency authorization to construct project improvements.

HDR Activities:

- Conduct pre-application meeting/correspondence with NFWFMD. Assume 1 meeting with 2 attendees. The project appears to qualify for the 10/2 General Permit. This permit is not regulated under 62-330 Florida Administrative Code. It is regulated under 403.814(12) Florida Statute. The pre-application meeting will seek to verify that the project meets the statute.
- Prepare permit application, plans, and figures for environmental agency permitting prior to construction. The 10/2 General Permit does not require an application fee but will require electronic self-certification. This involves submitting the same information that would be included in a typical ERP permit application.
- Note that USACE permitting is not anticipated since the only wetland is immediately adjacent to Clear Creek. Design/construction limits will avoid impacts to this wetland.

Deliverables:

- Meeting Minutes and Correspondence
- Verification of Electronic Self-certification submittal or permit.

TASK 5 - CONSTRUCTION ASSISTANCE

Objective:

Provide limited construction assistance activities as requested by the County.

HDR Activities:

- Attend preconstruction conference.
- Attend onsite construction meetings as necessary. Assume monthly meetings and 4 month construction schedule (4 meetings).
- Review contractor submittals & invoices, respond to RFI's, and provide plan revisions as necessary during construction.
- Prepare Record Drawings based on contractor markups, post-construction meetings, and inspections provided by CEI or County Inspector.

Deliverables:

- Meeting Minutes
- Shop Drawing Approval
- Record Drawings (1 hard copy, PDF, and CADD files)

TASK LIST
Motley Court Gulley Improvements

ACTIVITY: TASK 1 - PROJECT COORDINATION & DATA COLLECTION

Task	Basis of Estimate	No. of Units	Hours/ Unit	Total Hours	Remarks
Design Meetings	EA	2	4	8	2 attendees X 2 hours including prep
Status Reports	EA	7	0.5	3.5	7 month schedule including construction time
Data Collection Coordination	LS	1	8	8	
Field Reviews & Wetland Delineation	EA	2	12	24	2 attendees X 6 hours; includes tree survey during design
Stakeholder Coordination	LS	1	24	24	includes utilities, property owners, figures
See Attachment A for Topographic Survey Subconsultant Price					
See Attachment B for Geotech Investigation Subconsultant Price					
Subtotal				68	
Quality Control	1%			1	
Supervision	1%			1	
TOTAL				70	

TASK LIST
Motley Court Gulley Improvements

ACTIVITY: TASK 2 - SITE & HYDRAULIC ANALYSIS

Task	Basis of Estimate	No. of Units	Hours/ Unit	Total Hours	Remarks
Existing Data Review	LS	1	12	12	
Analysis of Existing Features & Constructability	LS	1	12	12	
Drainage Design & H&H Modeling Iterations	LS	1	60	60	
Construction Cost Estimate	LS	1	12	12	
Design Documentation Report	LS	1	16	16	2 submittals
Total Plan Sheets					
Manhour Subtotal				112	
Quality Control	5%			6	
Supervision	2%			2	
TOTAL				120	

TASK LIST
Motley Court Gulley Improvements

ACTIVITY: TASK 3 - PLANS PRODUCTION

Task	Basis of Estimate	No. of Units	Hours/ Unit	Plan Sheets	Total Hours	Remarks
Key Sheet	Sheet	1	2	1	2	
Summary of Pay Items Sheet	Sheet	1	4	1	4	
Project Layout/Control Sheet	Sheet	1	2	1	2	
General Notes Sheet	Sheet	1	2	1	2	
Plan Sheets (includes Utilities)	Sheet	3	16	3	48	includes limits of construction from cross sections
Profile Sheets (includes Drainage Structures)	Sheet	3	12	3	36	
Cross Sections	EA	170	0.25	5	42.5	1700 LF @ 100' increments; sheets limited to special sections
Sediment Basin & Details Sheets	Sheet	6	4	2	24	
SWPPP & Erosion Control General Sheets	Sheet	2	4	2	8	
Final Bid Documents	LS	1	24	0	24	includes any TSPs
Total Plan Sheets				19		
Manhour Subtotal					193	
Quality Control	5%				10	
Supervision	2%				4	
TOTAL					207	

TASK LIST
Motley Court Gulley Improvements

ACTIVITY: TASK 4 - PERMITTING

Task	Basis of Estimate	No. of Units	Hours/ Unit	Total Hours	Remarks
FDEP Pre-app Meeting	EA	1	6	6	2 attendees, including prep
FDEP Permit (self-certification)	LS	1	16	16	Includes all forms, figures, & permit plans.
Subtotal				22	
Quality Control	5%			1	
Supervision	0%			0	
Total				23	

TASK LIST
Motley Court Gulley Improvements

ACTIVITY: TASK 5 - CONSTRUCTION ASSISTANCE

Task	Basis of Estimate	No. of Units	Hours/ Unit	Total Hours	Remarks
Attend pre-construction meeting	EA	1	2	2	
Attend onsite meetings	EA	4	6	24	includes 2 attendees X 3 hours per meeting
Shop drawing review	EA	6	1	6	
RFI's during construction	LS	1	12	12	
Record Drawings	LS	1	8	8	
Subtotal				52	
Quality Control	3%			2	
Supervision	0%			0	
Total				54	

Escambia County Design, Engineering and Inspection Services
 FDOT Audited Rate Calculation for HDR Engineering, Inc.

FDOT Audited Rates	HDR
Home Office Overhead	155.900%
FCCM	0.354%
Home Office Expense	7.210%
Operating Margin	32.000%

Category	2018 Base Rate	Proposed Billing Rate
Project Manager	\$ 56.50	\$ 166.94
Senior Engineer	\$ 61.83	\$ 182.69
Professional Engineer	\$ 50.49	\$ 149.18
Engineer Intern	\$ 32.35	\$ 95.58
CADD/GIS Technician	\$ 33.98	\$ 100.40
Administrative	\$ 26.89	\$ 79.45

Billing Rate = Base Rate x (1+HOO+FCCM+HOE+OM)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
OPERATING MARGIN JUSTIFICATION

375-030-82
 PROCUREMENT
 02/16

1. CONTACT INFORMATION

a. Firm Name: HDR Engineering, Inc.		b. Phone No.: 850-429-8900	
c. Address (including suite number): 25 W. Cedar Street, Suite 200	d. City: Pensacola	e. State: FL	f. Zip Code: 32502

2. COMPLEXITY OF PROJECT

The degree of difficulty associated with this project. Are there unique aspects to the project? Degree of coordination with others outside FDOT should be considered. This includes other agencies, municipalities, etc. multiple districts, multimodal projects
LOW – Straight-forward projects. Well defined and specific scope of services.

Typical Project Type

- **Bridge Inspection:** bridge inspection except scour; All
- **CEI:** Category 1 Bridges, 3R Rural, signalization, simple and straight-forward projects.
- **Design:** simple 3R-Rural; 3R Urban ride only.
- **Geotechnical:** standard.
- **PD&E:** Small simple projects with specific scopes.
- **Planning:** Data/traffic counts.
- **Survey:** resurfacing 3R rural/urban.
- **Traffic Operations:** turn-lane projects (design).

MEDIUM – Projects with some specialized areas requiring some specialized skills.

Typical Project Type

- **Bridge Inspection:** generally not applicable.
- **CEI:** resurfacing with some improvements; ITS, construction on new alignments, and signal system timing, development and implementation; rural arterials and rural interstate capacity improvements.
- **Design:** 3R Urban with some improvements, intersection, improvements with safety, Category 1 bridges.
- **PD&E:** widening with limited issues and bridge replacement with limited impacts.
- **Railroads:** all.
- **Survey:** survey in water areas.
- **Traffic Operations:** traffic operations studies and signal design projects.

HIGH – Complex multi-disciplined projects requiring specialized skills with significant management issues. Project that has numerous complicated traffic phases, involved highly technical construction features requiring specialized skills of the inspection staff. A complex project may also include complex involvement by multiple third parties (i.e., multiple utility relocations, railroads, airports, regulatory agencies, municipalities). The size of the project will not necessarily determine whether the construction project is complex. Large, repetitive projects on their own are not considered complex.

Typical Project Type

- **Bridge Inspection:** bridge scour.
- **CEI:** CEI for multi-level bridges in a corridor or interchange; numerous complicated traffic phases; specialized technical skills; Coating Systems; bridge projects involving movable spans, significant post-tensioning operations, pre-cast segmental components, and steel structures with large horizontal and vertical curvature; Multiple third party involvement (railroads, utilities, airports, municipalities, regulatory agencies)
- **Design:** new alignments, major widening, major reconstruction, railroad bridge design, Segmental Class 2 bridges, Movable Bridges.
- **PD&E:** PD&E with Feasibility study, multiple disciplines, significant issues;
- **Planning:** large planning (multimodal).
- **Survey:** pilings and bridges.
- **Traffic Operations:** ITS

Complexity of Project Allowed Range: 5% to 7%

Consultant %: 6.0%

JUSTIFICATION:

Medium: Design of gully erosion improvements. Some specialized skills required.

3. DEGREE OF (FINANCIAL) RISK

Indicate the amount of financial risk assumed by the consultant in relation to this project.
LOW – Contracts with well-defined and specific scopes, minimal probability of costs overruns and low financial risk exposure. Scope clarification meeting held, if applicable.

Typical Project Type

- **Bridge Inspection:** bridge inspections.
- **CEI:** subconsultants providing support personnel, ITS.
- **Design:** simple 3R rural, 3R urban ride only.
- **Geotechnical:** all.
- **PD&E:** accurate and specific scope & pre-negotiation meetings.
- **Planning:** most planning.
- **Survey:** all, including SUE.
- **Traffic Operations:** traffic operations studies; traffic counts.

MEDIUM – Projects with potential for additional coordination efforts with outside agencies/parties; coordination with several Districts, multiple municipalities, etc.

Typical Project Type

- **Bridge Inspection:** bridge scour.
- **CEI:** standard CEI contract.
- **Design:** design for new alignments, major reconstruction, and widening.
- **PD&E:** experimental design and broad scopes.
- **Planning:** some planning.
- **Railroads:** all.
- **Traffic Operations:** traffic signal projects, ITS design

HIGH – lump sum consultant contracts with possibility of overrunning costs; experimental design; projects involving significant financial risk, hazardous materials, and potential for significant unknown issues.

Typical Project Type

- **CEI:** high visibility, lump sum CEI contracts, multiple projects.
- **Design:** projects with multiple bridges.
- **PD&E:** multiple alternatives, multiple agency approval required.
- **Planning:** large multimodal projects (airports, seaports, railroads, transit).

Degree of (Financial) Risk Allowed Range: 3% to 5%

Consultant %: 4.00%

JUSTIFICATION:

Medium: Project with additional coordination efforts with outside agencies/parties.

4. PROJECT SCHEDULE

LOW – no critical short term deadlines or requirements for large staffing concentrations, unfunded projects to go on the shelf.

Typical Project Type

- **Bridge Inspection:** bridge inspection; bridge scour.
- **CEI:** resurfacing; support services.
- **Design:** all 3R projects, standard schedule
- **PD&E:** no design phase scheduled in Work Program.
- **Planning:** all.
- **Railroads:** all.
- **Traffic Operations:** ITS.
- **Survey:** all 3R projects.

MEDIUM – standard schedule.

Typical Project Type

- **Bridge Inspection:** generally not applicable.
- **CEI:** ITS; push button construction.
- **Design:** standard design; bridges, large corridors.
- **Traffic Operations:** traffic counts.
- **Survey:** increased number of crews needed

HIGH – High visibility projects with short durations and aggressive schedules requiring large commitment of staff. Fast track projects with high profile and quick implementation schedule.

Typical Project Type

- **Bridge Inspection:** generally not applicable.
- **CEI:** multi-financial project contract, construction bonus, urban (day & night), high visibility; phased utility reallocations by others during the construction project.
- **Design:** mobility/economic stimulus.
- **PD&E:** design phase funded in the Work Program, bridge replacements.

Project Schedule Allowed Range: 1% to 3%	Consultant %: 3.0%
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JUSTIFICATION:

High: Very short duration (fast track) project.

5. COST CONTROL EFFORTS

The degree to which the Consultant controls its costs for wages rates (by region), overhead, expenses and FCCM. The cost control is not generally dependent upon the type of project. Factors to be considered in negotiating this criteria are the following, and other project-specific items:

- | | |
|--|---|
| <ul style="list-style-type: none"> • Burdened salary rates (by region) by classification. • Reasonableness of the proposed distribution of staffing for the project. | <ul style="list-style-type: none"> • Specialized services requiring specialized staff. • Reimbursed or excluded premium overtime. |
|--|---|

LOW – (3% to 6%) Lower or minimal cost control efforts.

MEDIUM – (7% to 15%) Moderate cost control efforts.

HIGH – (16% to 27%) Substantial cost control efforts.

Cost Control Efforts Allowed Range: 3% to 27%	Consultant %: 19.0%
--	----------------------------

JUSTIFICATION:

Good overhead control, some specialized services required.

6. OPERATING MARGIN JUSTIFICATION TOTAL

The total for items 2 through 5 will be calculated for you.

Total Allowed Range: 12% to 42%	Consultant %: 32.0%
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
OPERATING MARGIN JUSTIFICATION

375-030-82
 PROCUREMENT
 02/16

7. CONTRACT DURATION ADJUSTMENT FACTOR

For contracts of longer duration (reference table below), the Department shall allow a Contract Duration Adjustment Factor (CDAF). CDAF is defined as an economic price adjustment, necessitated by instability of labor costs for an extended period of contract performance (Reference 48 CFR Section 16.203). CDAF is not negotiated, but shall be a fixed number of points based on the overall anticipated length of contract (project schedule). CDAF points shall be allocated by the Department as follows:

	Anticipated Length of Contract	CDAF Points	
	0-12 Months	0	
	13-24 Months	0	
	25-36 Months	3	
	37-48 Months	4.5	
	49-60 Months	5.5	

- a) For new contracts, CDAF is applied beginning with the first labor hour incurred.
 - b) CDAF shall only be applicable for contracts selected (contract final ranking) on or after November 1, 2014.
 - c) In the event a contract selected on or after November 1, 2014 is extended (time extension) by six or more months, CDAF shall be applied prospectively to the extended/remaining services only, in accordance with the table shown above.
 - d) CDAF shall not be applied to contracts selected before November 1, 2014, nor contract amendments/time extensions for contracts selected before November 1, 2014.
 - e) For calculation purposes, CDAF shall be added to operating margin and applied to unloaded direct salaries.
 - f) CDAF is applicable only to consultant firms who are awarded operating margin points.
- For Calculation purposes, CDAF shall be added to Operating Margin and applied to direct salaries:

Allowed CDAF for this project: 0

ATTACHMENT A
TOPOGRAPHIC SURVEY FEES

NOBLES CONSULTING GROUP, INC.



600 UNIVERSITY OFFICE BLVD., SUITE 17-B
PENSACOLA, FL 32504
P:850.857.7725
F:850.857.7726

May 15, 2018

Attn: **D. Allen Vinson**, PE, CDT
Project Manager

HDR

25 W. Cedar Street, Suite 200
Pensacola, FL 32502
D 850.429.8908 **M** 850.375.1309
allen.vinson@hdrinc.com

RE: Motley Court Gulley Survey - Surveying Services of an existing gulley along a northerly extension of Motley Court, in Pensacola, Escambia County, Florida, lying in Section 23, Township 1 North, Range 30 West.

Dear Mr. Vinson:

This is to confirm your recent request for professional surveying services. **Nobles Consulting Group, Inc. (NCG)** hereby presents the following proposal to perform the following described services.

Scope of Services

Motley Court Topographic Survey – See Exhibit “A” for site location.

- Collect topographic information over heavily wooded 100'+/- corridor to be centered on an existing gulley. The survey area to be collected to be approximately 5 acres.
- Cross-section intervals shall not exceed 100'. Where possible, topographical data shall exceed the right of way width by a minimum of 5'.
- Depict the east line of Boulder Creek First Addition subdivision and the right of way line of Motley Court, based on field-located boundary monuments.
- Locate and depict aboveground visible evidence of underground utilities as evidenced by aboveground features marked by others, at the time of field survey. **The Surveyor will not be responsible for coordinating the location of underground utilities.*
- Reference Survey and submitted electronic files to the Florida North Zone State Plane Coordinate System, North American Datum of 1983 and the North American Vertical Datum of 1988.
- Provide 4 project control points with horizontal and vertical values, being no more than 1,000' apart.
- Prepare 2 legal descriptions and sketch of proposed easements.

45 Hours of Field Work @ \$155.00/hour = \$6,975.00

(Traverse, Bench Line, Topographic Data Collection, Locate right of way and subdivision monumentation, Reference Project Database to Published Horizontal/Vertical Control, Set Project Control)

8 Hours PSM @ \$130.00/hour = \$1,040.00

(Project Management and Supervision)

26 Hours of Cad @ \$75.00/hour = \$1,950.00

(Process Data, prepare Survey, and Legal Descriptions and Sketch)

Lump Sum Total for Survey = \$9,965.00



600 UNIVERSITY OFFICE BLVD., SUITE 17-B
PENSACOLA, FL 32504
P:850.857.7725
F:850.857.7726

***Notes:**

- No protected trees will be located as part of this survey.
- Parcel lines to be based on plats of Boulder Creek First Addition, Valley Ridge Unit No. 2, and Valley Ridge Unit No. 3. No sectional monumentation location is anticipated.

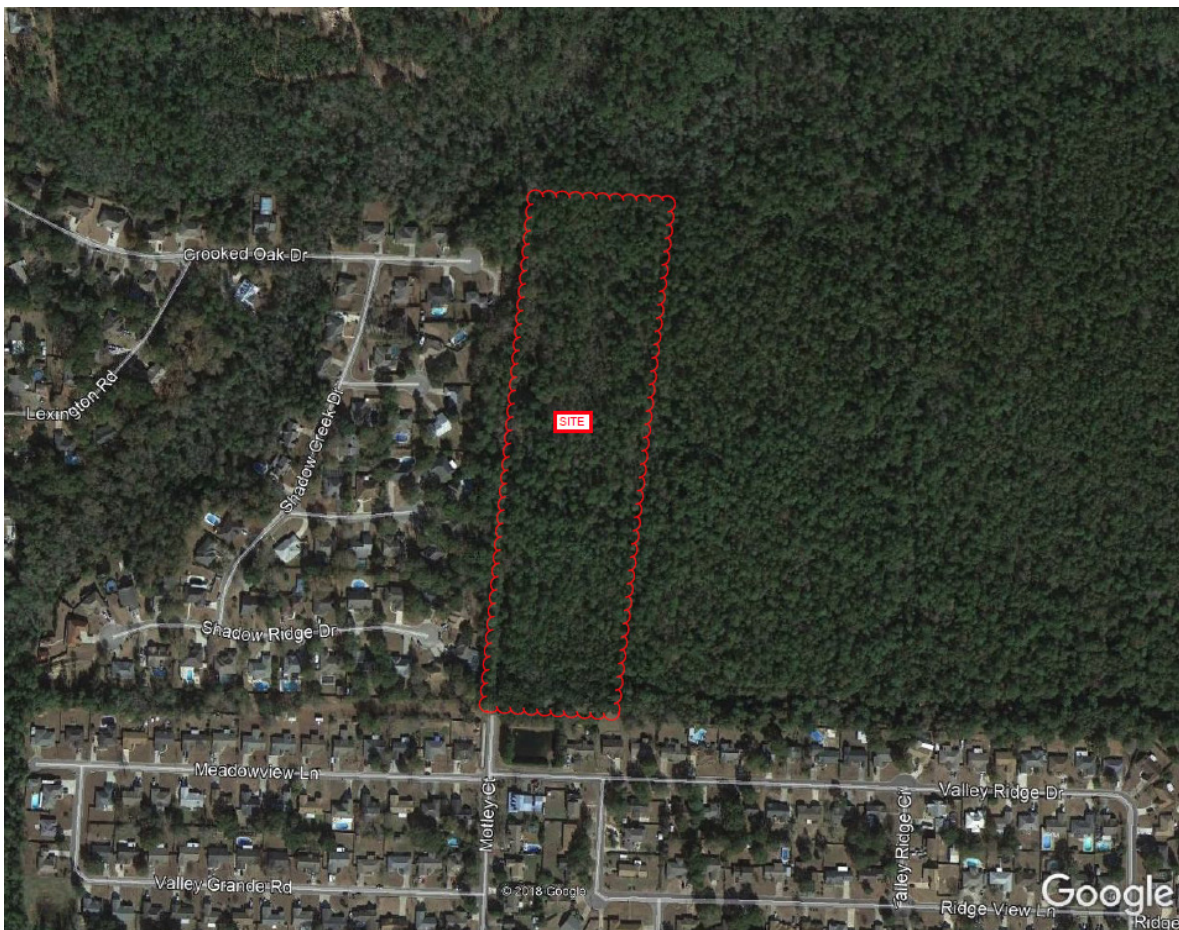
If you have any questions concerning this proposal or need any other information, please feel free to contact me by telephone at (850) 857-7725.

Deliverables of the Survey to be submitted digitally in MicroStation format. Five certified hard copies of the survey will also be delivered.

Sincerely,
Nobles Consulting Group, Inc.

Eric B. Stuart, LS
Branch Manager

Exhibit "A" – Site Location



ATTACHMENT B

GEOTECHNICAL INVESTIGATION FEES

LARRY M. JACOBS AND ASSOCIATES, INC



May 14, 2018

D. Allen Vinson, PE, CDT
Project Manager
HDR
25 W. Cedar Street, Suite 200
Pensacola, FL 32502
Email: Allen.Vinson@hdrinc.com

**Subject: Geotechnical Exploration Proposal
Motley Court Gully Restoration Project
Escambia County, Florida**

Dear Ms. Allen:

Larry M. Jacobs & Associates, Inc. (LMJ) appreciates the opportunity to submit a proposal for providing a geotechnical exploration for the subject project. The following sections outline our understanding of the project, our recommended scope of services, a cost estimate for providing these services, and the proposed terms and conditions.

Project and Site Description

The site is the existing gully beginning at the north end of Motley Court extending north approximately 1,700 feet towards the existing creek bed. We understand that the gully is washed out, heavily wooded, and overgrown with vegetation. Reportedly, the project is planned to include rebuilding the area the length of the gully to include stepped down sediment basins created with roughly 4 foot high berms with stormwater control structures consisting of inlet and piping between the basins. Existing access to the gully is reportedly difficult and Standard Penetration Test borings are likely not possible without substantial clearing. This proposal includes 3 days of field work to gather soil information. Our field work will include visits by engineering staff, hand auger/probe borings, and possibly some portable tripod mounted SPT borings, if accessible. If this information changes or is incorrect, our office should be notified, and changes to this proposal may be needed.

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.
- ▼ Clear registered utilities at the site with the Sunshine Network, if applicable. Non-registered or private utilities are the responsibility of the client to clear.
- ▼ Site visit and gully trek by engineering staff. Mosquito repellent is included in cost.
- ▼ Mobilize drill team and truck mounted drilling rig to the site.
- ▼ Soil data collection fieldwork consisting of hand auger/probe borings, collection of soil samples along gully walls, and possible portable tripod mounted Standard Penetration Test (SPT) borings if accessible. Note that the hand auger/probe borings cannot extend substantially below the groundwater table in sandy soils.
- ▼ Perform a visual classification and laboratory testing of the soil samples obtained during our exploration. Our proposal includes an allowance for basic laboratory properties testing, such as moisture content and percent passing a number 200 sieve.



- ▼ Analyze the field and laboratory data to provide geotechnical recommendations for the lift station.

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 report that will address the following:

- ▼ Existing site characteristics.
- ▼ Exploration, testing, and sampling methods.
- ▼ Subsurface soils encountered and soil classifications.
- ▼ Depth to groundwater at the time of drilling.
- ▼ A discussion of the basic laboratory test results.
- ▼ A discussion of existing soils encountered in the borings and gully area for reuse in the berm construction.
- ▼ A discussion of site preparation techniques and construction considerations including general comments, subgrade preparation, fill placement, and compaction of the berms.
- ▼ A discussion of bedding/backfill of piping and structures.

ESTIMATED COSTS

We propose to provide the scope of services in this proposal for an estimated cost of **\$7,157.00**. For a detailed cost breakdown, please see the attached **Figure #1**. This proposal assumes that boring locations are accessible to our drill crew, we have right of entry to the site, 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 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 **Professional Services Agreement (Figure #2)** to our office. **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 require any further information, please do not hesitate to call.

Sincerely,

LARRY M. JACOBS & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'David Liechty', written in a cursive style.

David Liechty, PE
Project Engineer

Attachments

Figure #1

Cost Breakdown



Client: Allen Vinson, PE, HDR
 Project: Motley Court Gully Restoration

Drilling/Field Services		Unit Fee	Est. Qty.	Est. Cost
Mobilization	0-25 Mi	\$375 Ea	1	375.00
	26-75 Mi	\$450 Ea		
	76-125 Mi	\$500 Ea		
Daily Drilling Rate		\$1,100 Day	3	3,300.00
Standard Penetration Test Borings	0-40 Ft	\$13 Ft		
	41-80 Ft	\$15 Ft		
	81-120 Ft	\$18 Ft		
Tripod Borings	0-30 Ft	\$19 Ft		
	31-60 Ft	\$21 Ft		
Auger/Probe Borings		\$12 Ft		
2-Man Drill Crew Mileage		\$1 Mi		
Difficult Moving Time (Clearing, Matting, Hand Carry, Etc.)		\$140 Hr		
Obtain Undisturbed/Shelby Tube Sample		\$85 Ea		
Engineering Technician (Locate Borings & Clear Utilities)		\$50 Hr		
Engineering Technician Mileage		\$0.5 Mi		
Drilling/Field Total				\$3,675.00

Laboratory Testing Services

Water Content	\$15 Ea			
Sieve Analysis	\$75 Ea			
Wash #200 Sieve	\$35 Ea			
Atterberg Limits (Inc. Moisture Content)	\$100 Ea			
Permeability & Sieve (Inc. Unit Weight, Moisture & Porosity)	\$150 Ea			
Organic Content	\$50 Ea			
Basic Properties Testing Allowance	Lump Sum		500.00	
Laboratory Testing Total				\$500.00

Engineering Services

Senior Principal Geotechnical Engineer	\$150 Hr			
Principal Geotechnical Engineer	\$135 Hr			
Senior Geotechnical Engineer	\$120 Hr			
Project Engineer	\$110 Hr	25	2,750.00	
Project Manager	\$100 Hr			
CAD Technician	\$58 Hr	4	232.00	
Engineering Total				\$2,982.00

Total Estimated Cost **\$7,157.00**

Exhibit B

Motley Court Gulley Improvements
Project Time Using NRCS Schedule Tasks

