

**STANDARD PROFESSIONAL CONSULTING SERVICES  
CONTRACT DOCUMENTS**

**FOR**

**AGREEMENT BETWEEN  
ESCAMBIA COUNTY**

**AND**

**Volkert, Inc.**

**PD 14-15.039, Ten Mile Creek Stream Stabilization Project**

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

**(Revised July 11, 2013)**

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## AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of April, 2015, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Volkert, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 6601 North Davis Highway, Suite 53, Pensacola, Florida 32504, and whose Federal tax identification number is 63-0247014 (hereinafter referred to as the "Consultant").

### **ARTICLE I** **DEFINITIONS AND IDENTIFICATIONS**

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

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

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

1.3 **CONTRACT ADMINISTRATOR:** Whenever the term "Contract Administrator" is used herein, it is intended to mean Brent A. Wipf, Environmental Project Manager, Community & Environment. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

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

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

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

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

1.8 **PROJECT:** It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 14-15.039, Ten Mile Creek Stream Stabilization Project.

### **ARTICLE 2** **PREAMBLE**

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

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 14-15 in the amount of One Hundred Seventy Six Thousand Two Hundred Ninety Seven Dollars (\$176,297.00) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

### **ARTICLE 3** **SCOPE OF WORK**

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 14-15.039, Ten Mile Creek Stream Stabilization Project, and as represented in the Consultant's Letter of Interest response to PD 14-15.039, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

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

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

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

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

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

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

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

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

(b) The estimated construction contract price for the project described in the Agreement is \$1,4000,000.00.

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 Hundred Seventy Six Thousand Seven Hundred Ninety Seven Dollars (\$176,297.00). Final payment will be subject to approval by the Board of County Commissioners.

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

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

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

5.4 **METHOD OF BILLING AND PAYMENT:**

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

month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

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

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

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

5.5 NOTICES:

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

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

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

Volkert, Inc.  
6601 North Davis Highway, Suite 53  
Pensacola, Florida 32504

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

Brent A. Wipf  
Environmental Project Manager  
Community & Environment  
3363 West Park Place  
Pensacola, FL 32501

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

**ARTICLE 6**  
**ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK**

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

**ARTICLE 7**  
**COUNTY'S RESPONSIBILITIES**

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

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

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

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

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

**ARTICLE 8**  
**CONSULTANT'S RESPONSIBILITIES**

8.1 **QUALITY OF SERVICES:**

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

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate,



more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

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

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

**8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:**

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

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

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

**ARTICLE 9**  
**GENERAL PROVISIONS**

**9.1 OWNERSHIP OF DOCUMENTS:**

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

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

## 9.2 TERMINATION:

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

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

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

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

## 9.3 RECORDS:

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

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
- (b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Professional Liability coverage with \$1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than \$5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
- (f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Claudia Simmons, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

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

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

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

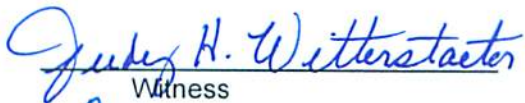
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation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

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

By:   
Jack R. Brown, County Administrator

Date: 4/30/15

BCC Approved: April 9, 2015

  
Witness


  
Witness

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

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

Date: 4/28/15

ATTEST: Corporate Secretary

By:   
Secretary

result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

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

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

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

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

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

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

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

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment

eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

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

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

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

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

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

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

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

BCC Approved: April 9, 2015

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

By: \_\_\_\_\_  
David Webber, P.E., Senior Vice President

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

ATTEST: Corporate Secretary

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





April 22, 2015

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

**Re: PD 14-15.039- Ten Mile Creek Stabilization Project- Revised Scope of Services**

Dear Mr. Nobles,

Volkert, Inc. is pleased to provide the Engineering, Environmental and Construction Oversight Services for the Ten Mile Creek Stabilization Project. It is our understanding that approximately 1,700 linear feet of existing creek was damaged during the April 29<sup>th</sup> and 30<sup>th</sup> rainfall event in Escambia County, Florida immediately west and then east of the existing Pine Forest Road Bridge. The purpose of the project is to stabilize Ten Mile Creek and repair scoured sections while also restoring natural stream function to the extent possible within the project scope area. The stream stabilization and restoration will be designed to meet current Escambia County standards. All services for design and construction shall meet the minimum requirements for County funding reimbursement through NRCS.

The Scope of Services will include the following:

**Engineering Services: Volkert, Inc. and Jennings Environmental-**

- Coordination with County Staff, NRCS and Utility Owners
- Preparation of QA/QC plan for the Stream Restoration Project Design
- Conduct an existing conditions assessment including visual assessment of current conditions
- Reference reach data collection upstream and downstream of the project to determine stable forms and vegetation communities that may withstand future flood events
- Develop design parameters to describe the design morphological conditions based upon existing and reference reach conditions.
- Prepare Stream Assessment Report
- Review and Verify the Existing 11 Mile Creek ICPR Drainage Model provided by Escambia County within the project area
- Develop a stream model to describe flow and sediment transport conditions expected during high flow events.
  - Hydrologic and Hydraulic Studies of Ten Mile Creek using county provided topographic data & existing models. Determine stream flows for 1-year through 100-year recurrence intervals. This study will be used for risk assessment of proposed improvements





- Complete Plans and Specifications for the Creek Stabilization for a 100 Year Design Storm – Preliminary and Final
- Design new stabilized outfalls for the existing county owned Bold Ruler Dr. pond and Private pond along the southern creek boundary from the existing ponds to Ten Mile Creek
- Design Three (3) new stabilized drop structures identified by NRCS
- Preliminary Design Review Meeting with Escambia County to review proposed 100 year design requirements with the projects budgetary restraints.
- Reviews with County Staff including cursory review meeting prior to submittal – Final
- Gantt Chart Schedule updates with each submittal – Preliminary and Final
- Cost estimates- Preliminary and Final
- Preparation of an Operation and Maintenance Plan for the Ten Mile Stream Restoration Project
- Prepare Bid Documents as required in accordance with Escambia County requirements
- Attend Preconstruction Conference with Escambia Staff and the selected Contractor
- Prepare As-Built Certifications based on the Contractor redlines, post construction meetings and inspections

**Environmental Services:- Volkert, Inc. and Eve Brantley, PHD-**

- Initial site visit by Volkert Environmental and Eve Brantley, PHD. General measurements/dimensions of areas damaged and reference reach data. To be performed concurrently with Engineering field visits.

**Construction Oversight Services and Vegetation Oversight Services: Volkert, Inc., Jennings Environmental and Eve Brantley, PHD-**

- Provide construction oversight throughout the project construction to confirm that the plan is implemented correctly while applying adaptive management practices to address local site conditions, to minimize risk and optimize ecological outcomes.

**Optional Services: Environmental Services:- Volkert, Inc. and Eve Brantley, PHD-**

- Arrange for and attend coordination meeting with USACE and FDEP
- Prepare USACE Nationwide 37 permit and FDEP Environmental Resources Permit applications
- Obtain permits/approval from USACE and FDEP
- Prepare project vegetation plan based upon existing vegetation communities.
- Permit Fees



**Optional Services- Engineering Design: Volkert, Inc.:**

- Design new stabilized outfall for Alysheba Dr. Pond from the existing pond to Ten Mile Creek
- Attend pre-bid meetings, as necessary, with Escambia County Engineering and Purchasing Department
- Respond to all RFI's and issue any addendums throughout the Bid Process
- Attend one (1) Bid Opening Meeting with Escambia County Engineering and Purchasing Department
- Tabulate Bids and make recommendations to Escambia County Engineering Staff

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

- Complete Eight (8), 20-foot deep Standard Penetration Test (SPT) Borings with an ATV drill rig at the locations of key structures.
- Complete Twenty (20) 6-foot deep hand auger borings to be cased with 4" PVC pipe. At spacing's to be determined during design
- Evaluation, classification of soils and grain size distribution, and Summary letter of findings.

**Deliverables:**

**1- Stream Assessment Report-**

- Stream Assessment Report - 1 Hard Copies, 1 electronic copy (.pdf)

**2- Preliminary Submittal-**

- Preliminary Plans which include preliminary Title Sheet/Key Sheet/General Notes/Stream Alignment/ Summary of Pay Items / Typical Creek Sections and Details/Summary of Quantities/ Creek Plan and Profile /Cross Sections/Details - 2 Hard Copies, 1 electronic copy (original format and .pdf)
- Preliminary Hydrological Study including a summary of flow estimates by recurrence interval- 1 Hard Copy, 1 electronic copy (.pdf)
- Preliminary Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)

**3- Final Submittal-**

- Construction Plans which include final Title Sheet/Key Sheet/General Notes/Stream Alignment/ Summary of Pay Items / Typical Creek Sections and Details/Summary of Quantities/ Creek Plan and Profile /Planting Plan/Cross Sections/Details - 2 Hard Copies, 1 electronic copy (original format and .pdf)
- Final Hydrological Study- 1 Hard Copy, 1 electronic copy (.pdf)
- Final Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- Bid Documents using Escambia County Standard Bid Documents- 2 Hard Copies, 1 electronic copy (.pdf)



**4- As-Built/Closeout-**

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

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

Escambia County will provide the existing hydraulic and hydrologic models performed for previous stream restorations, surveys, calculations and records for upstream and downstream drainage improvements and structures along Ten Mile Creek. If additional information is needed in key structure locations additional surveying may be required to obtain necessary detail, as surveying of Ten Mile Creek is not included in the scope of work.

**Schedule:**

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Warnke", is written over a light-colored rectangular background.

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

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

**FOR**

**Escambia County Board of County Commission**

**Ten Mile Creek Stabilization**

**Escambia County, Florida**

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

**Revised 4/22/2015**

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

<b>Project No.</b>	N/A
<b>County</b>	Escambia
<b>Description</b>	Ten Mile Creek Stabilization
<b>Scope of Work</b>	Coordination, Permitting, Construction Plans and Construction Observation
<b>Consultant</b>	Volkert, Inc.

**GRAND TOTAL OF FEE PROPOSAL**

<b>BASE SERVICES</b>	
Engineering Design	\$108,456
Environmental Services	\$3,506
<b>SUB-TOTAL BASE FEE</b>	<b>\$111,962</b>
<b>OPTIONAL SERVICES</b>	
Environmental Services	\$21,591
Engineering Design - Bidding Services	\$3,110
Engineering Design - New Stabilized Outfall for Alysheba Dr. Pond	\$4,568
Geotechnical Services by Nova Engineering & Environmental as a Sub-Consultant to Volkert, Inc.	\$7,298
<b>SUB-TOTAL OPTIONAL FEE</b>	<b>\$36,567</b>
<b>CONSTRUCTION OBSERVATION SERVICES BUDGET</b>	
Construction Observation Budget Allowance Billed Hourly Rate as per Attached Fee Schedule (Budget allowance)	\$27,768
<b>GRAND TOTAL FEE</b>	<b>\$176,297</b>

**LABOR RATES**

<b>Classification</b>	<b>Hourly Rate</b>
Project Manager	\$155.00
Staff 2 Professional	\$120.00
Environmental Manager	\$155.00
Environmental Professional II	\$120.00
Engineering Technician/CADD	\$100.00
Clerical	\$70.00

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

<b>Project No.</b> N/A			
<b>County</b> Escambia			
<b>Description</b> Ten Mile Creek Stabilization			
<b>Scope of Work</b> Coordination, Permitting, Construction Plans and Construction Observation			
<b>Consultant</b> Volkert, Inc.			
<b>Fee Proposal (Environmental Services- Base Services)</b>			
<b>PERSONNEL COST</b>			
	Hours x Hourly Rate		
Project Manager (10% Env.)	0.80	\$ 155.00	\$ 124.00
Environmental Manager	8.00	\$ 155.00	\$ 1,240.00
Environmental Professional II	8.00	\$ 120.00	\$ 960.00
Clerical	0.00	\$ 70.00	\$ -
<b>Total Direct Labor</b>			\$ 2,324.00
Out-of-Pocket Expenses** Permit Fees			\$ -
<b>Sub-Total</b>			\$ 2,324.00
<b>Sub-Total</b>			\$ 2,324.00
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>			
Eve Brantley, PhD			\$ 1,125.50
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ 56.28
<b>Sub-Total</b>			\$ 3,505.78
<b>TOTAL FEE</b>			\$ 3,505.78

\*\*See Grand Total Fee sheet

**NOTES:**

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

<b>Project No.</b> N/A			
<b>County</b> Escambia			
<b>Description</b> Ten Mile Creek Stabilization			
<b>Scope of Work</b> Coordination, Permitting, Construction Plans and Construction Observation			
<b>Consultant</b> Volkert, Inc.			
<b>Fee Proposal (Environmental Services- Optional Services)</b>			
<b>PERSONNEL COST</b>			
	Hours x	Hourly Rate	
Project Manager (10% Env.)	2.80	\$ 155.00	\$ 434.00
Environmental Manager	28.00	\$ 155.00	\$ 4,340.00
Environmental Professional II	118.00	\$ 120.00	\$ 14,160.00
Clerical	10.00	\$ 70.00	\$ 700.00
<b>Total Direct Labor</b>			\$ 19,634.00
Out-of-Pocket Expenses** Permit Fees			\$ 250.00
<b>Sub-Total</b>			\$ <b>19,884.00</b>
<b>Sub-Total</b>			\$ <b>19,884.00</b>
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>			
Eve Brantley, PhD			\$ 1,625.50
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ 81.28
<b>Sub-Total</b>			\$ <b>21,590.78</b>
<b>TOTAL FEE</b>			\$ <b>21,590.78</b>

\*\*See Grand Total Fee sheet

**NOTES:**

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

<b>Project Number</b>	N/A	
<b>County</b>	Escambia	
<b>Description</b>	Ten Mile Creek Stabilization	
<b>Scope of work</b>	Coordination, Permitting, Construction Plans and Construction Observation	
<b>Consultant</b>	Volkert, Inc.	

<b>ENVIRONMENTAL TASK</b>	<b>ESTIMATED HOURS</b>	
	ENVIRONMENTAL MANAGER	ENVIRONMENTAL PROFESSIONAL II
	HOURS	HOURS
<b>BASE SERVICES</b>		
Initial Site Visit including general measurements/dimensions of areas damaged and reference reach data	8.00	8.00
<b>SUB-TOTAL BASE SERVICES</b>	<b>8.00</b>	<b>8.00</b>
<b>OPTIONAL SERVICES</b>		
Coordination meeting with USACE & FDEP	2.00	2.00
Prepare USACE Nationwide 37 permit and FDEP Environmental Resources permit applications	2.00	16.00
Obtain permits/approval from USACE and FDEP	8.00	40.00
Prepare project vegetation plan based upon existing vegetation communities- Includes Site Visit Time	16.00	60.00
<b>SUB-TOTAL OPTIONAL SERVICES</b>	<b>28.00</b>	<b>118.00</b>



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

<b>Project No.</b>	N/A
<b>County</b>	Escambia
<b>Description</b>	Ten Mile Creek Stabilization
<b>Scope of Work</b>	Coordination, Permitting, Construction Plans and Construction Observation
<b>Consultant</b>	Volkert, Inc.
<b>Fee Proposal (Engineering Design Base Services)</b>	

<b>PERSONNEL COST</b>			
	Hours	x	Hourly Rate
Project Manager (10% of Eng.)	29.20	\$	155.00
Staff 2 Professional	292.00	\$	120.00
Engineering Technician/CADD	306.00	\$	100.00
Clerical	25.00	\$	70.00
<b>Total Direct Labor</b>			\$ 71,916.00
Out-of-Pocket Expenses**			\$ -
<b>Sub-Total</b>			\$ 71,916.00
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>			
Jennings Environmental		\$	34,800.00
		\$	-
Subconsultant Administration Expense (5%)		\$	1,740.00
<b>Sub-Total</b>			\$ 36,540.00
<b>TOTAL FEE</b>			\$ 108,456.00

\*\*See Grand Total Fee sheet

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

<b>Project No.</b>	N/A
<b>County</b>	Escambia
<b>Description</b>	Ten Mile Creek Stabilization
<b>Scope of Work</b>	Coordination, Permitting, Construction Plans and Construction Observation
<b>Consultant</b>	Volkert, Inc.
<b>Fee Proposal (Optional Alysheba Dr. Outfall Design)</b>	

<b>PERSONNEL COST</b>			
	Hours	x	Hourly Rate
Project Manager (10% of Eng.)	1.60	\$	155.00
Staff 2 Professional	16.00	\$	120.00
Engineering Technician/CADD	24.00	\$	100.00
Clerical	0.00	\$	70.00
<b>Total Direct Labor</b>			\$ 4,568.00
Out-of-Pocket Expenses**			\$ -
<b>Sub-Total</b>			\$ 4,568.00
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>			
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
<b>Sub-Total</b>			\$ -
<b>TOTAL FEE</b>			\$ 4,568.00

\*\*See Grand Total Fee sheet

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

<b>Project No.</b>	N/A
<b>County</b>	Escambia
<b>Description</b>	Ten Mile Creek Stabilization
<b>Scope of Work</b>	Coordination, Permitting, Construction Plans and Construction Observation
<b>Consultant</b>	Volkert, Inc.
<b>Fee Proposal (Optional Bidding Services)</b>	

<b>PERSONNEL COST</b>			
	Hours	x	Hourly Rate
Project Manager (10% of Eng.)	2.00		\$ 155.00
Staff 2 Professional	20.00		\$ 120.00
Engineering Technician/CADD	4.00		\$ 100.00
Clerical	0.00		\$ 70.00
<b>Total Direct Labor</b>			\$ 3,110.00
Out-of-Pocket Expenses**			\$ -
<b>Sub-Total</b>			\$ 3,110.00
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>			
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
<b>Sub-Total</b>			\$ -
<b>TOTAL FEE</b>			\$ 3,110.00

\*\*See Grand Total Fee sheet

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

<b>Project Number</b> N/A
<b>County</b> Escambia
<b>Description</b> Ten Mile Creek Stabilization
<b>Scope of work</b> Coordination, Permitting, Construction Plans and Construction Observation
<b>Consultant</b> Volkert, Inc.

<b>ENGINEERING DESIGN TASK</b>	<b>ESTIMATED HOURS</b>	
	<b>ENGINEER HOURS</b>	<b>TECHNICIAN HOURS</b>
<b>BASE SERVICES</b>		
Coordination with County Staff, NRCS and Utility Owners	10.00	0.00
Prepare QA/QC plan for the stream restoration project design	20.00	10.00
Conduct an existing conditions assessment including visual assessment of current conditions	8.00	0.00
Reference reach data collection upstream and downstream of the project to determine stable forms and vegetation communities that may withstand future flood events	8.00	0.00
Prepare Stream Assesment Report	8.00	0.00
Develop a stream model to describe flow and sediment transport conditions expected during high flow events	8.00	4.00
Hydrologic & Hydraulic studies of Ten Mile Creek using County provided topographic data and existing models. Determine stream flows for 1-year through 100-year recurrence intervals. Includes review and verify the existing 11 mile creek ICPR drainage model provided by Escambia County within the project area.	24.00	8.00
Develop preliminary plans and specifications for the creek stabilization for a 100 year design storm	40.00	80.00
Develop final plans and specifications for the creek stabilization for a 100 year design storm	40.00	80.00

Exhibit "C"  
Escambia County, FL

ENGINEERING DESIGN TASK	ESTIMATED HOURS	
	ENGINEER HOURS	TECHNICIAN HOURS
	Design new stabilized outfalls for the existing county owned Bold Ruler Dr. pond and Private pond along the southern creek boundary from the existing ponds to Ten Mile Creek	20.00
Design 3 new stabilized drop structures identified by NRCS	16.00	40.00
Preliminary design review meeting with Escambia County to review proposed 100 year design requirements	6.00	0.00
Final review with County Staff	4.00	0.00
Gantt chart schedule updates with each submittal	6.00	0.00
Develop cost estimates- Preliminary and Final	16.00	8.00
Prepare O&M plan for Ten Mile Creek restoration	30.00	10.00
Prepare bid documents in accordance with Escambia County requirements	16.00	10.00
Attend pre-construction conference	2.00	0.00
Prepare as-built certifications based on contractor redlines, post construction meetings, and inspections	10.00	24.00
<b>SUB-TOTAL BASE SERVICES</b>	<b>292.00</b>	<b>306.00</b>
<b>OPTIONAL SERVICES</b>		
Attend pre-bid meetings as required	4.00	0.00
Respond to all RFIs and issue and addendums	8.00	0.00
Attend bid opening	2.00	0.00
Tabulate bids and make recommendation to	6.00	4.00
Design new stabilized outfall for Alysheba Dr.	16.00	24.00
<b>SUB-TOTAL OPTIONAL SERVICES</b>	<b>36.00</b>	<b>28.00</b>

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

<b>Project No.</b>	N/A
<b>County</b>	Escambia
<b>Description</b>	Ten Mile Creek Stabilization
<b>Scope of Work</b>	Coordination, Permitting, Construction Plans and Construction Observation
<b>Consultant</b>	Volkert, Inc.
<b>Fee Proposal (Construction Oversight Services)</b>	

<b>PERSONNEL COST</b>			
	Hours	x	Hourly Rate
Project Manager (10% of Eng.)	4.80	\$	155.00
			\$ 744.00
Staff 2 Professional	48.00	\$	120.00
			\$ 5,760.00
Engineering Technician/Inspector	0.00	\$	100.00
			\$ -
Clerical	0.00	\$	70.00
			\$ -
<b>Total Direct Labor</b>			\$ 6,504.00
Out-of-Pocket Expenses**			\$ -
<b>Sub-Total</b>			\$ 6,504.00
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>			
Jennings Environmental		\$	18,000.00
Eve Brantley, PhD		\$	2,251.00
Subconsultant Administration Expense (5%)		\$	1,012.55
<b>Sub-Total</b>			\$ 21,263.55
<b>TOTAL FEE</b>			\$ 27,767.55

\*\*See Grand Total Fee sheet

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

<b>Project Number</b> <u>N/A</u> <b>County</b> <u>Escambia</u> <b>Description</b> <u>Ten Mile Creek Stabilization</u> <b>Scope of work</b> <u>Coordination, Permitting, Construction Plans and Construction Observation</u>  <b>Consultant</b> <u>Volkert, Inc.</u>
--

CONSTRUCTION OVERSIGHT	ESTIMATED HOURS	
	ENGINEER/ENVIRONMENTAL HOURS	TECHNICIAN/INSPECTOR HOURS
Provide construction oversight throughout the project construction to confirm that the plan is implemented correctly while applying adaptive management practices to address local site conditions, to minimize risk and optimize ecological outcomes	48.00	0.00
<b>SUB-TOTAL BASE SERVICES</b>	<b>48.00</b>	<b>0.00</b>

Exhibit "A" & "C"

**PROJECT DESCRIPTION: Stream Restoration in Ten Mile Creek, Escambia County, FL (approx 1,700 linear feet)**

**PREPARED BY: Jennings Environmental, LLC**

Task No.	Task Description	Consulting Engineer Greg Jennings	CAD Engineer Mike Geenen
1.0	Project Administration		
	Project Management	8	
2.0	Existing Condition Assessment		
	Site Visits - Stream Assessment	12	
3.0	Reference Reach Data Collection		
	Morphological Table for Design	8	4
4.0	Stream Design Support		
	Channel Dimensions	8	4
	Preliminary CAD Layout	4	16
	Calculate Flows and Sediment Transport	8	8
	Create and Build a CAD Surface	4	24
	HEC-RAS and 2D Modeling	16	32
	Structure Layout	16	16
	Review Final Construction Plans and Bid Documents	16	8
5.0	Permitting Support		
	Review Permits and Respond to Permitting Agencies	4	
6.0	Construction Management		
	Construction Observation and Adaptive Management	80	16
	<b>TOTAL MAN-HOURS:</b>	<b>184</b>	<b>128</b>
	<b>RATES PER HOUR:</b>	<b>\$ 200</b>	<b>\$ 125</b>
	<b>LABOR:</b>	<b>\$ 36,800</b>	<b>\$ 16,000</b>

**GRAND TOTAL LABOR: \$ 52,800**



## Exhibit "A" & "C"

### Scope of Services and Budget

#### Vegetation Technical Support 10 Mile Creek Stream and Floodplain Restoration Project

April 2015 – April 2016

Submitted by Eve Brantley, PhD

#### Scope

Eve Brantley will provide technical support for vegetation components of the 10 Mile Creek Stream and Floodplain Restoration Project administered by Volkert. The purpose of the project is to stabilize the streambanks, provide balanced water and sediment transport, and set the system on a long-term trajectory for improved ecosystem health. Temporary and permanent vegetation establishment will be a crucial component of all aspects of the restoration project.

Services provided under this contract will include quality control support of vegetation aspects including:

- planning
- design
- installation
- monitoring
- adaptive management
- maintenance plan preparation

#### Anticipated Effort

4 trips to project site from Auburn, Alabama – 1) initial site visit, 2) construction, 3) plant installation, 4) spring following implementation for evaluation

4 trips x 420 miles round trip x \$.575 federal mileage rate = \$966.00

Estimated hotel costs \$84 x 4 trips = \$336

Professional time

Site visit 8 hours x 4 visits x \$100/hr = \$3200

Plan review 5 hours X \$100/hr = \$500

Total = \$5002



## Professional Services Agreement

<b>Date:</b> April 1, 2015	<b>Proposal Number:</b> 1615078-G
<b>PROJECT NAME AND ADDRESS:</b>  <b>TEN MILE CREEK STABILIZATION PROJECT</b> Pensacola - Escambia County, Florida	<b>CLIENT NAME AND ADDRESS:</b>  <b>VOLKERT, INC.</b> 651 East Burgess Road, Suite 52 Pensacola, Florida 32504 Attn: Mr. Mike Warnke, P.E. Email: <a href="mailto:mike.warnke@volkert.com">mike.warnke@volkert.com</a> Phone: (850) 477.7485 Fax: (850) 477.7517
<p><b>Consulting Services</b> – Mobilize to site to perform eight (8) SPT borings to 20 feet below existing grade with an ATV drill rig (access to be provided by client), and twenty (20) 6-foot deep auger borings to be cased with 4” PVC pipe; laboratory soil testing to document soil classifications including (10) grainsize analyses, render summary letter of findings.</p> <p style="text-align: right;">Accepted <input type="checkbox"/></p> <p style="text-align: right;">Geotechnical Exploration as described above ..... <b>\$ 6,950</b></p> <p>Note: The costs for additional/supplemental, requested and/or authorized services will be invoiced on a time and materials basis in accordance with the unit rates noted herein.</p>	

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

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

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

## GEOTECHNICAL SERVICES 2015 SCHEDULE OF FEES

**ENGINEERING SERVICES**

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

Geotechnical Aide	per hour	\$ 75.00
Staff Engineer	per hour	\$ 85.00
Project Engineer and/or P.E.	per hour	\$ 100.00
Senior Engineer, P.E.	per hour	\$ 135.00
Chief Engineer, P.E.	per hour	\$ 165.00
Principal Materials Consultant	per hour	\$ 165.00

**DRILLING SERVICES**

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

Mobilization	lump sum	\$ 500.00
Soil Test borings (n<50 bpf)	per foot	\$ 12.50
<i>Borings deeper than 50 feet will have a \$2.50 per foot surcharge</i>		
Casing (where required) less than 50 feet	per foot	\$ 7.00
Undisturbed Sampling	each	\$ 175.00
Extra Split-spoon samples	each	\$ 45.00
Difficult Moving or Standby	per hour	\$ 200.00
Clearing: light clearing performed by drill crew	per hour	\$ 200.00

**LABORATORY**

*For laboratory testing of selected soil samples.*

Atterberg Limits Test	per test	\$ 75.00
Natural Moisture Content	per test	\$ 15.00
Organic Content	per test	\$ 65.00
Standard Proctor	per test	\$ 125.00
Modified Proctor	per test	\$ 145.00
Limerock Bearing Ratio (LBR) Test	per test	\$ 425.00
Grain Size Analysis	per test	\$ 75.00
Percent Fine than No. 200 sieve	per test	\$ 55.00
Falling Head Permeability Testing	per test	\$ 250.00
Resistivity, Chloride/Sulfate & pH (Corrosion Potential)	per test	\$ 225.00
Triaxial Shear Testing (3 point CU)	per test	\$ 950.00

**OTHER**

*For other job-related expenses.*

Clerical/Drafting	per hour	\$ 55.00
Vehicle Trip Charge	per mile	\$ 0.60
Misc. Direct Expenses/Supplies		Cost plus 20%

**Note:** Personnel time expended will be invoiced in ½ hour increments.

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