

**STANDARD PROFESSIONAL CONSULTING SERVICES
CONTRACT DOCUMENTS**

FOR

**AGREEMENT BETWEEN
ESCAMBIA COUNTY**

AND

Geosyntec Consulting Group, Inc.

Design Services for Perdido Landfill GCCS Expansion Project

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

(Revised June 2016)

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AGREEMENT

THIS AGREEMENT is made and entered into this 8th day of December, 2016, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Geosyntec Consultants, Inc a for-profit corporation authorized to transact business in the State of Florida, whose address is 900 Broken Sound Parkway, Suite 200, Boca Raton, FL 33487 and whose Federal tax identification number is 59-2355134 (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:** Geosyntec Consultants, 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 Schneider, P.E., Engineering and Environmental Manager, Waste Services Department. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

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

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

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

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

1.8 **PROJECT:** It is the intent of this Agreement that the Consultant provide to the County certain professional services for Design Services for Perdido Landfill GCCS Expansion Project.

ARTICLE 2
PREAMBLE

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

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 15-16 in the amount of one hundred thirty nine thousand ninety six (\$139,096) for this Project.

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

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

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 15-16.103, Design Services for Perdido Landfill GCCS Expansion Project, and as represented in the Consultant's Letter of Interest response to PD 15-16.103, 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 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 \$400,000.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 **COMPENSATION:** The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of one hundred thirty nine thousand ninety six (\$139,096). 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:

Geosyntec Consultants, Inc.
900 Broken Sound Parkway, Suite 200
Boca Raton, FL 33487

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

Brent Schneider, P.E.
Engineering and Environmental Manager
Waste Services Department
13009 Beulah Rd.
Pensacola, Florida 32533

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

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

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

ARTICLE 7
COUNTY'S RESPONSIBILITIES

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

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

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

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

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

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 **QUALITY OF SERVICES:**

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

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

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

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

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

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

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

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

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

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

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

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

9.2 TERMINATION:

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

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

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

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

9.3 RECORDS:

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

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents,

terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

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

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

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

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

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

9.7 **HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:**

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person,

firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

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

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

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

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with \$1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than \$5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

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

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of

professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Eddie H. Wehmeier, Purchasing Specialist, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

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

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

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

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

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

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

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

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

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

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

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

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

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

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

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

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

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirements 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 be 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 Geosyntec Consultants, Inc., signing by and through its 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.

WITNESS:

Witness

Witness

By: _____
Jack R. Brown, County Administrator

Date: _____

BCC Approved: December 08, 2016

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

ATTEST: Corporate Secretary

By: _____
Secretary

By: _____
Thomas A. Peel, Senior Vice President

Date: _____



316 South Baylen Street
Suite 207
Pensacola, FL 32502

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FAX 850-477-6707

www.geosyntec.com

November 14, 2016

Eddie H. Wehmeier
Purchasing Specialist
Board of County Commissioners
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place 2nd. Floor
Pensacola, Florida 32502

RE: Revised Scope of Work and Fee Estimate
Design Services for Perdido Landfill GCCS Expansion Project
Solicitation Identification Number PD 15-16.103

Dear Mr. Wehmeier:

Pursuant to your email correspondence on 26 October 2016, and subsequent scope and fee negotiations held on 8 November 2016 between Geosyntec Consultants (Geosyntec) and Escambia County (County), Geosyntec is pleased to provide this scope of work and fee estimate for the Perdido Landfill gas collection and control system (GCCS) expansion project. The scope of work provided with the solicitation was used as the basis for the scope of work detailed below and for preparation of the fee estimate. Furthermore, based on email correspondence received on 28 October 2016, it is understood that the County's desired purpose of the GCCS expansion is to increase landfill gas (LFG) collection efficiency and maintain compliance with Title V and New Source Performance Standards (NSPS) requirements as lifts of waste continue to be placed in the active cells and that no additional end-use of the collected gas is envisioned at this point.

It is Geosyntec's understanding that Title V permitting assistance and landfill construction permitting assistance will be addressed under separate Task Orders once the requirements for these items become better defined. Services to be provided during construction are included in the following scope of work and are based on an assumed construction duration of 12 weeks as described in the solicitation; however, the actual effort will not be known until the planned GCCS expansion has been defined. The fee estimate provided for construction services should be considered preliminary and subject to change pending the results of the GCCS design effort and subsequent receipt of contractor proposals.

SCOPE OF WORK

The scope of work for this project will include the following tasks:

➤ **Task 1, Assessment of Existing GCCS:**

A thorough understanding of the functionality of the existing GCCS is crucial to the County's regulatory compliance, satisfaction of gas quality obligations to Gulf Power, and overall GCCS operational objectives. To that end, Geosyntec recommends that a GCCS assessment be performed to benchmark the current operational status of the GCCS. The information gleaned from this assessment will be critical to identifying underperforming areas of the GCCS and optimizing operation of the existing system thereby allowing Geosyntec to develop the most cost effective GCCS expansion project. As such, Geosyntec's scope of services for this task will include a combination of in-field data collection and office-based data interpretation and modeling.

Geosyntec personnel will visit the site and perform a review of the existing GCCS. This will include the following in-field services:

- Kickoff meeting to discuss the objectives and logistics associated with the field work. It is assumed that both County and LFG Technologies field personnel will attend the meeting to provide information regarding operation of the GCCS wellfield and flare;
- inspection of the flare and landfill gas to energy engines;
- visual inspection of each vertical well and leachate cleanout pipe for damage, subsidence, leakage, compromised operation, and other observable conditions;
- water level measurements in each vertical gas collection well, including a sounding of the total well depth;
- well proofing to assess verticality and accessibility of the well casing;
- identification of the solid casing/screen transition in each well; and
- a site-wide surface emissions monitoring (SEM) event following the County's current SEM track as well as selected areas of interest that may be indicative of surficial methane releases (i.e., hissing, bubbles, stressed vegetation, etc.).

In addition to these services, Geosyntec's field personnel will meet with County staff to obtain a better understanding of the current GCCS operational goals and challenges. This meeting may be a part of the kickoff meeting and/or as anecdotal conversations during the wellfield inspection and data collection.

The in-field assessment will utilize one Geosyntec staff for up to four days on site. The Geosyntec staff will be assisted by one Escambia County staff with knowledge of the GCCS

throughout the four-day period to assist assessing the system. In addition to the data collected by Geosyntec, we would request that the County provide the following information at least two weeks prior to the start of our field activities:

- well construction logs for each LFG well;
- topographic site-wide survey, in AutoCAD, with the location of each GCCS well, leachate riser, or other LFG extraction device as well as piping schematics;
- the County's current SEM track;
- copies of the past six months of data from GCCS monitoring and tuning events (in Excel-compatible format, if possible);
- copies of the past six months of SEM data collected;
- liquid level measurements within the landfill for the past six months;
- gas generation or other GCCS performance reports (e.g., flare operating records); and
- operation and maintenance reports for routine repairs and maintenance and repairs to the GCCS.

We understand, based on the 8 November 2016 negotiations, that the County will perform the annual landfill survey later this month. That should provide current data regarding topography and would ask that the County ensure that the GCCS well information is included in the survey. The receipt of the annual survey should coincide with the anticipated contract approval in mid-January 2017.

Following the collection of the in-field data, Geosyntec will perform data interpretation and modeling including:

- summarizing field data into spreadsheets and tables;
- develop a 3D data visualization figure that provides an illustrative depiction of methane and oxygen content at each wellhead and interpreted distribution across the landfill, SEM methane distribution, in-landfill liquid levels, and well locations with screen intervals (as possible); and
- submission of a brief memo summarizing the data, presenting the 3D visualization model, data tables, and preliminary recommendations regarding current GCCS operation.

Following submission of the memo, Geosyntec will schedule a meeting, via phone, to review the memo with County staff. The purpose of the meeting will be to discuss the results of the field assessment; project objectives; development of a prioritized list of repairs, upgrades, or other

recommendations (i.e., tuning optimization, repairs, GCCS improvements); and development of forward looking goals pertaining to the GCCS design.

➤ **Task 2: Design for Expansion of the Existing GCCS:**

Under Task 2, Geosyntec will update the facility-wide GCCS build-out plan or Master Plan based on the existing GCCS and final projected waste fill grades. The updated Master Plan will be used in conjunction with the results of Task 1, and the planned development of the landfill to develop a GCCS expansion plan to depict the proposed expansion from the currently installed GCCS. It is assumed that the GCCS expansion plans will show gas collection features in the Section 3 and Section 4 areas of the landfill. A draft of the Master Plan and a preliminary GCCS expansion plan (figure) will be provided to the County for review and comment. Geosyntec will meet with the County to discuss the review comments and confirm the design approach for the GCCS expansion.

Incorporating feedback from the County, Geosyntec will develop the design plans for the GCCS expansion, including drawings depicting a plan view of the proposed improvements, new header locations, new well locations, a well schedule, valve locations, condensate collection components, related construction details, and material specifications to define the required work. It is assumed that the GCCS expansion will include new vertical wells, horizontal wells, and/or collector blankets. The GCCS expansion may also include mid- to long-term GCCS upgrades that may be identified in Task 1 (e.g., installation of new condensate pumps in select wells). The GCCS expansion will be designed to meet the basic criteria of regulatory compliance and gas-to-energy contract compliance while targeting a capital expenditure of approximately \$500,000.

Prior to initiating the Task 2 effort, Geosyntec assumes the following AutoCAD format drawings will be provided by the County:

- Section 4 Cell As-Builts
- Previous GCCS Expansion As-Builts
- Waste-Fill Sequence Grading Plans
- GCCS Design Plan (i.e., current Master Plan)
- Final Buildout Grading Plan (Sections 1-5)

It is assumed that the following deliverables will be provided to the County under Task 2:

- Bid form and an engineer's construction cost estimate.
- Construction Drawings – assumed to include up to 8 sheets.
- Technical Specifications – assumed to include earthwork, piping and valves, and gas extraction wells.

➤ **Task 3 Bid and Construction Support Services:**

Under Task 3, Geosyntec will provide bid support services, construction quality assurance (CQA) services, and other construction support services as follows:

- Attending one pre-bid meeting.
- Preparing response to bidder questions (assume up to two rounds of responses).
- Attending one pre-construction meeting.
- Review up to three product submittals from the contractor.
- Provide on-site resident observation for 12 weeks including up to 60 hours per week for the first 4 weeks and then 24 hours per week for the remaining 8 weeks.
- Participate in construction coordination meetings by phone for office personnel – assumed to be one meeting every two weeks (6 total meetings).
- Participate in construction progress meetings including preparation of meeting minutes (12 total meetings).
- Perform one site visit by the project manager or Certifying Engineer during construction to coincide with one of the construction progress meetings.
- Process up to three applications for payment from the contractor.
- Perform one Substantial Completion Inspection and develop the Field Completion Punch List.
- Perform one Final Completion Inspection.
- Perform as-built drawings review.

➤ **Task 4 FDEP Notifications:**

Under Task 4, Geosyntec will prepare and submit to Florida Department of Environmental Protection (FDEP) a Construction Completion Report with a signed and sealed Certification of Construction Completion.

FEE PROPOSAL

Based on the above defined scope of work, Geosyntec provides the following costs for each task and proposed total lump sum fee for this project:

Task 1a (GCCS Evaluation - field)	\$8,248
Task 1b (GCCS Data Evaluation/Visualization)	\$10,260
Task 2 (Final GCCS Design & Constr. Docs.)	\$36,724
Task 3a (Bid Support)	\$4,742
Task 3b (On-site Resident)	\$49,129
Task 3c (Construction Services/Management)	\$23,765
Task 4 (FDEP Notifications)	\$6,228
Estimated Project Fee:	\$139,096

A detailed breakdown of the fee estimate is provided in **Attachment 1**.

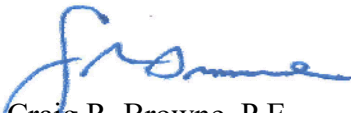
SCHEDULE

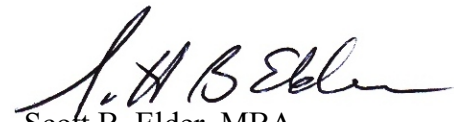
A projected schedule for estimated duration and completion of the tasks identified above is provided in **Attachment 2**. Geosyntec will begin work upon receipt of an executed Contract and Notice to Proceed. The schedule provided in **Attachment 2** is based upon receiving Notice to Proceed by 16 January 2017 and is also contingent on prompt review of submittals, the ability to schedule meetings in a timely manner, the actual solicitation period and award of contract to a construction firm for the GCCS expansion, and the actual duration of construction.

CLOSING

Geosyntec appreciates this opportunity to again work with the County on this important project. We are available to discuss this proposal as needed. Please let us know if you have any questions or would like to schedule a time for discussion. The undersigned can be reached at 813-558-0990 or 678-202-9500, respectively.

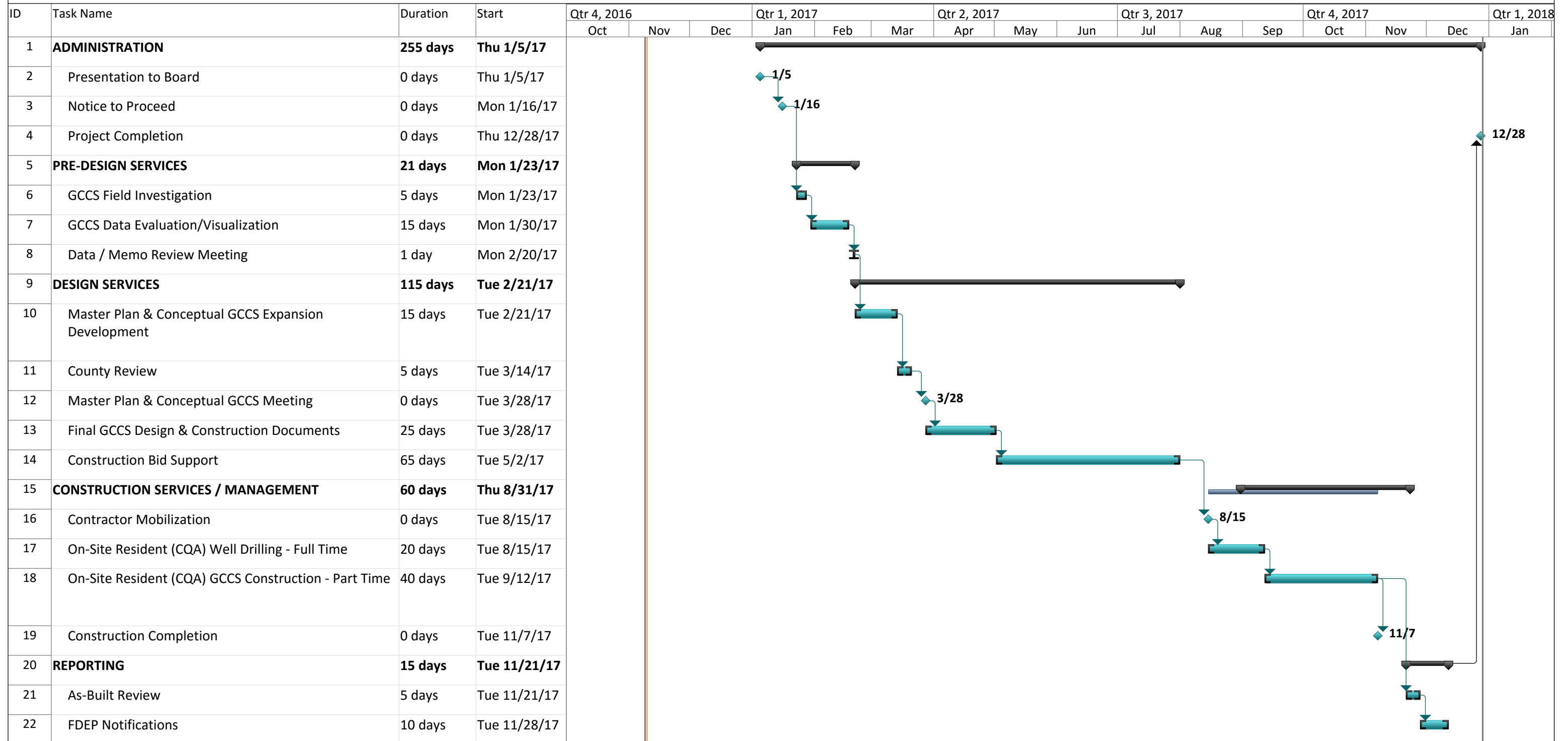
Sincerely,


Craig R. Browne, P.E.
Senior Engineer


Scott B. Elder, MBA
Principal/Regional Construction
Services Manager

Attachments

Attachment 2 Proposed Schedule for Perdido Landfill GCCS Expansion Escambia County, Florida



Project: Project Schedule Date: Thu 11/10/16	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
	Split		External Tasks		Inactive Summary		Manual Summary		Progress	
	Milestone		External Milestone		Manual Task		Start-only			
	Summary		Inactive Task		Duration-only		Finish-only			



Attachment 1
Detailed Fee Estimate for Perdido Landfill GCCS Expansion
Escambia County, Florida

PM: Craig Browne/Scott Elder

Date: 22-Nov-16

Proposal No. 2016- 2291

Phase Outline	Sub-Phase Labor Totals	Estimated Labor (h)															
		Sr. Principal	Principal	Professional				CADD Services			Construction Services			Clerical	Admin. Assistant		
				KBT/SE	CB	Project	Prof.	Sr Staff	Staff	Designer	Sr. Oper.	Oper.	Site Mgr I			Sr Tech I	EngTech I
Task 1a - GCCS Field Evaluation (RFP # 1)	\$8,248	0	6.0	11	0	0	0	0	0	0	0	0	0	0	0	0	2
Task 1b - GCCS Data Evaluation/Visualization (RFP #1)	\$10,260	0	7	11	0	40	0	12	0	0	0	56	0	0	0	0	2
Task 2 - Final Design Development (RFP #2)	\$36,724	0	19	54	0	0	5	112	0	82	0	0	0	0	0	8	0
Task 3a - Bid Management (RFP # 3.1 - 3.3)	\$4,742	0	0	20	0	0	0	8	0	0	0	0	0	0	0	0	2
Task 3b - Construction Services - Onsite Resident (RFP # 3.4)	\$49,129	0	0	16	0	0	30	240	0	0	0	0	192	0	0	0	4
Task 3c - Construction Services - Management (RFP #3.5-3.12)	\$23,765	0	10	86	0	0	0	51	0	0	0	0	0	0	0	1	2
Task 4 - Reporting (RFP # 4.0)	\$6,228	0	2	7	0	0	6	28	0	4	0	3	0	0	0	0	4
\$0	\$0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
\$0	\$0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
\$0	\$0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
\$0	\$0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
\$0	\$0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
\$0	\$0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
\$0	\$0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
\$0	\$0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
\$0	\$0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
\$0	\$0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
\$0	\$0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
\$0	\$0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Project Hours	1,142	0	44	205	0	40	41	451	0	86	0	59	192	0	9	16	
Billing Rates		\$229.00	\$210.00	\$190.00	\$156.60	\$133.66	\$118.54	\$102.72	\$125.00	\$121.83	\$101.01	\$85.00	\$91.87	\$60.00	\$48.00	\$60.00	
Specialized Computer Application Rates	\$0.00								\$0.00	\$0.00	\$0.00						
Total Labor	\$139,096.00	\$0.00	\$9,240.00	\$38,855.00	\$0.00	\$5,346.40	\$4,860.14	\$46,275.36	\$0.00	\$10,477.38	\$0.00	\$5,015.00	\$17,639.04	\$0.00	\$433.92	\$951.00	

BUDGET SUMMARY	
Total Hours	1,142
Preliminary Budget \$	139,096
0% Contingency \$	-
Total Budget \$	139,096