

**STANDARD PROFESSIONAL CONSULTING SERVICES  
CONTRACT DOCUMENTS**

**FOR**

**AGREEMENT BETWEEN  
ESCAMBIA COUNTY**

**AND**

**HDR Engineering, Inc.**

**PD 16-17.023, Delano Street Drainage and Improvement 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 4th day of May, 2017, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as “the County”), whose address is 221 Palafox Place, Pensacola, Florida 32502, and HDR Engineering, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 25 West Cedar Street, Suite 200, Pdnsacola, Florida 32502, and whose Federal tax identification number is 47-0680568 (hereinafter referred to as the “Consultant”).

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

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

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

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

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

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

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

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

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

1.8 **PROJECT:** It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 16-17.023, Delano Street Drainage and Improvement 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) 16-17 in the amount of Eight Hundred Fifty One Thousand One Hundred Fifty Dollars and Eighteen Cents (\$851,150.18) for this Project.

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

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

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

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 16-17.023, Delano Street Drainage and Improvement Project, and as represented in the Consultant's Letter of Interest response to PD 16-17.023, 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 \$5,266,956.

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 Eight Hundred Fifty One Thousand One Hundred Fifty Dollars and Eighteen Cents (\$851,150.18). Final payment will be subject to approval by the Board of County Commissioners.

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

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

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

5.4 **METHOD OF BILLING AND PAYMENT:**

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

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

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

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

5.5 NOTICES:

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

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

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

HDR Engineering, Inc.  
25 West Cedar Street, Suite 200  
Pdnsacola, Florida 32502

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

Buzz Roggenbuck  
Engineering Project Coordinator  
Public Works/Engineering  
3363 West Park Place  
Pensacola, FL 32501

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

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

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

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

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

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

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

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

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

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

8.1 **QUALITY OF SERVICES:**

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

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.



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

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

## 8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

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

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

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

## ARTICLE 9 GENERAL PROVISIONS

### 9.1 OWNERSHIP OF DOCUMENTS:

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

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

### 9.2 TERMINATION:

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

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

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

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

### 9.3 RECORDS:

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

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

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE**

**CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS  
RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF  
PUBLIC RECORDS AT:**

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

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

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

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

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

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

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other

indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

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

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

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

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

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

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

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

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County

Commissioners shall be “additional insured's” on all liability policies (except professional liability). Certificates of insurance shall be provided to Claudia Simmons, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

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

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

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

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

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

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

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

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

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

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

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

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

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

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

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

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

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment

Eligibility Verification Program (“E-Verify Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

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

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

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

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

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

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

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

BCC Approved: May 4, 2017

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

By: \_\_\_\_\_  
John Wimberly, P.E., Vice President

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

ATTEST: Corporate Secretary

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



## **Scope Of Work:**

### **Delano Street Drainage & Improvement Project** **PD #16-17.023** **HMGP Grant Management & Design Services**

#### **Introduction:**

This scope describes engineering design services for the Delano Street Drainage & Improvement Project in Escambia County, FL.

#### **Background:**

A substantial rainfall event affected portions of Escambia County, FL on April 29-30, 2014. Heavy rainfall and flooding of private property and government property occurred in the Delano Area of Escambia County. In 2014, a FEMA Hazard Mitigation Grant Program (HMGP) Grant Application was submitted which proposed a grant project to reduce flood stages in the Delano Area. The project resulted in a favorable benefit/cost ratio (BCR) and a high local ranking by the Local Mitigation Strategy (LMS) Board for a project with an initial cost estimate of over \$4 million. In early 2015 the grant scope of work was modified after it was determined that an original pond sited for the project had contamination issues. The project costs increased to over \$7 million, mainly due to additional property acquisition required for the updated pond sites. The resulting improvements are a part of this design scope of work.

#### **Project Limits:**

The project benefit area generally includes the Delano Street area located west of Pace Boulevard and north of Fairfield Drive, Pace Boulevard from Fairfield Drive to Clay Street, and areas near and surrounded by Pace Boulevard, Herman Street, Palafox Street, and Leonard Street. The physical project improvements to be designed from north to south include: 1)Delano Street & surrounding areas storm conveyance system, 2)Herman Street Pond construction & conveyance, 3)Herman Pit Pond expansion, improvements, & conveyance, 4)Fairfield Ponds 1, 2, and 3 construction & conveyance, 5)CBDF Pond & conveyance, and 6)L Street Pond expansion, improvements, & conveyance. The project area includes over 22 acres of pond construction or expansion.

#### **Summary of Work:**

The project consists of HMGP Grant Phase I activities. This consists of grant management, project design, and plans production for submittal to the Grant Agency for review. HMGP Grant Phase II activities consist of continued grant management, property acquisition, and construction of the agency-approved project designed in Phase I. Phase II services will not commence until authorized by Escambia County.

HDR Engineering will team with ARCADIS-US, Larry M. Jacobs & Associates, and Southeastern Surveying & Mapping Corporation to design the improvements recommended in the HMGP Grant Application. Tasks will consist of grant management, survey, geotechnical exploration, subsurface utility exploration, stormwater modeling, reporting, plans production, permitting activities, limited public involvement, bid & construction assistance, and the associated meetings and project management activities associated with the work.

#### **Assumptions and Conditions:**

1. Modeling will be based on existing land use and existing models from the Pensacola Bay Basin Study as updated by previous studies and for the Grant Application and subsequent modeling iterations.

2. Hydrologic and hydraulic modeling will be performed using Interconnected Channel and Pond Routing (ICPR), Version 3. Existing Land Use and Soil Data used for previous modeling will be retained but updated in the study area as necessary. FDOT storm tabulations will be used for conveyance system design as needed. The use of other modeling software is not included in this scope of work.
3. This scope of work provides for the goal of a HMGP Phase I design submittal. The scope of work does not provide for major changes to the design following grant agency review or HMGP Phase II services. Note that Bid & Construction Assistance services and some Grant Management services would take place during Phase II, but these are still considered design services. These services will not be authorized by the County to commence until Phase II.
4. Escambia County will support the project by providing any available survey data, flooding data, area design data, real estate data, and public involvement data. Escambia County will also support the project through co-coordination with private property owners, the County Sheriff Department, the County Animal Shelter, and Englewood Community Center in determining any limitations of the physical design improvements or physical access to properties for data collection activities.
5. Data collection activities such as topographic survey and geotechnical exploration assume safe site accessibility. Structures or pavement exist on some of the properties for which data collection is included as part of this scope of work. Escambia County will support data collection activities by assisting with access coordination, limits of activities, and by providing demolition plans for structures which have been removed or are to be removed. Survey activities are limited to features located on the ground surface, with the exception of utility owners who are members of Sunshine One. At a minimum, sites for further consideration include: CBDF Pond (CBDF Facility), L Street Pond (Englewood Community Center), and Fairfield Pond 2 (formerly Builders Square).
6. There will be no new signing or pavement markings for the project. Signage will be protected or temporarily stockpiled. Existing pavement markings will be replaced as necessary.
7. The project will affect Pace Boulevard, Fairfield Drive, Texar Drive, and Palafox Street, which are all FDOT roadways located in FDOT R/W. Note that open cutting, night work, jack & bore, and related MOT may all be required as part of the work. FDOT requirements which are determined to be excessive may require scope of work modifications.
8. Permitting assumes: 1) Permits for construction in FDOT R/W, with 30-day estimated review time; 2) A NFWFMD or FDEP ERP General Permit with 30-day estimated review time; 3) The project is not expected to require a USACE Permit as there is no direct nexus to federal waters. The FDEP-permitted L Street Pond is the downstream end of the project and the permitted Long Hollow Pond located downstream severs any nexus. HDR will cover the cost of permit fees under these assumptions. Note that if the USACE is in disagreement with these findings, then an Individual Permit may be required which can take an estimated 180-day total review time and would require additional compensation.
9. Phase I Environmental Site Assessments (ESA) included in this scope of work may require a Phase II investigation. The need for Phase II ESA services is impossible to predict or scope at this time. For this reason, a budget allowance for Phase II work is included in the Fee Proposal. Phase II work will be scoped later if recommended. A limited Phase I investigation was performed at the L Street Pond site by Larry M. Jacobs and Associates under previous consulting work. It is our understanding that contaminants were found below the L Street Pond bottom. Additionally, a screening of the area utilizing FDEP Map Direct indicates that there are ongoing remediation activities on Sheriff Department properties located west of the proposed CBDF Pond. Further investigation of the project areas and the scoped Phase I ESA's may need to take place prior to design or survey activities. Results could indicate a need to modify this scope of work.



**The following tasks are included in this scope of work:**

**TASK 1 - PROJECT COORDINATION**

- Subtask 1-1 County Staff Meetings
- Subtask 1-2 Project Management
- Subtask 1-3 Public Involvement
- Subtask 1-4 Grant Management

**TASK 2 - DATA COLLECTION**

- Subtask 2-1 Topographic Survey & SUE – Southeastern Surveying & Mapping Corp.
- Subtask 2-2 Geotechnical Exploration & Phase I ESA's – Larry M. Jacobs & Associates

**TASK 3 - DESIGN ANALYSIS & REPORTING**

**TASK 4 - PLANS PRODUCTION**

**TASK 5 - PERMITTING**

**TASK 6 - BID & CONSTRUCTION ASSISTANCE**

**TASK 7 - OPTIONAL SERVICES**

## **TASK 1 - PROJECT COORDINATION**

### **Subtask 1-1 County Staff Meetings**

Objective:

Staff meetings between HDR and Escambia County personnel will establish communication protocol, strategies, and action plans.

Activities:

- Conduct a Kickoff Meeting with Escambia County to discuss project objectives and purposes, establish communication linkages among the project team, establish the schedule for regular project status meetings, and discuss the format of deliverables. The project kickoff meeting shall include other project stakeholders such as utility owners and representatives from the Sheriff's Department and Englewood Community Center.
- Conduct meetings to coordinate project issues, services performed to date, and project deliverables. At least four (4) meetings are expected.

Deliverables:

Meeting Minutes

### **Subtask 1-2 Project Management**

Objective:

HDR will maintain communication, coordination, and documentation with the Escambia County Project Manager.

Activities:

- Provide County PM with a monthly status report to accompany invoices. The project duration is assumed to be 36 months including construction.
- Develop and update project schedules.
- Coordination & meetings with project subconsultants.
- Coordination & meetings with Utility Owners during each deliverable phase.

Deliverables:

- Monthly Status Reports
- Project Schedules
- Meeting notes to be included in Design Documentation.

### **Subtask 1-3 Public Involvement**

Objective:

HDR will assist Escambia County staff in order to solicit information and/or inform the public of project status.

Activities:

- Assist Escambia County with required mailouts/notices.

- Develop and provide project status flyers, presentation slides, or informational boards for public meetings.
- Assist community meetings to discuss project information and status.
- Document public requests and issue resolution.

Deliverables:

- Questionnaires, Boards, Presentation Slides, or Flyers as needed
- Meeting Minutes

**Subtask 1-4 Grant Management (Subconsultant Task)**

Objective:

Arcadis will provide Escambia County (grant recipient) with grant management services.

Subconsultant Activities (Arcadis):

- **Period of Performance, Scope of Work, and Budget Modification Requests:** Arcadis will provide Escambia County with a maximum of two period of performance, scope, and budget modification requests to the Florida Division of Emergency Management (FDEM). Modification requests will include a cover letter accompanied by relevant documentation, such as a revised scope of work, revised budget, benefit-costs analysis, and/or an updated schedule with significant milestones. Grant modifications will include delivery of a full modification package.
- **Quarterly Reporting:** Arcadis will support Escambia County with maintaining records of work, schedules, and expenditures and prepare regular progress information in the form of a quarterly report. Quarterly reports will be submitted to the FDEM within 15 days of each quarter's end and document project status, milestones, challenges, and setbacks to date for the project. Arcadis will complete up to twelve quarterly reports for this project.
- **Request for Reimbursements:** Arcadis will develop and submit Request for Reimbursements (RFR) on a quarterly basis at a minimum. The RFR will provide the overall amount of the request and summary of documentation which provides a breakdown of invoices that will be submitted for the reimbursement. Arcadis will coordinate with Escambia County to ensure all documentation is obtained for all eligible costs incurred throughout the lifecycle of the project. Arcadis shall pre-audit all source documentation. This may include support on procurement activities for other services related to acquisition and expenditures. Arcadis will be responsible for coordinating with the FDEM on all requests for information resulting from the RFR. Arcadis will complete up to 12 RFRs.
- **Site Visits and Project Monitoring:** Arcadis will perform regular site visits to ensure compliance with grant conditions commensurate with grant scope of work completion. Arcadis will coordinate site visits when requested by the FDEM or FEMA Region IV and other federal or state funding agencies. Site visits are conducted to verify if the scope of work and environmental and historic conditions are being or have been fulfilled. Arcadis will support Escambia County with responding to any project monitoring documentation requests, which may be requested by the FDEM or FEMA Region IV.
- **Property Owner Coordination:** Arcadis will support property owner communications and coordination as necessary. This includes supporting meetings with property

- owner and assisting with questions and other project implementation and coordination activities. This task also includes working with property owners to collect all necessary documentation for project compliance. Property Owner Coordination support will last for the duration of a contract resulting from this proposal.
- **Project Closeout and Final Inspection:** Arcadis will conduct project closeout related activities for each property throughout the duration of a contract resulting from this proposal. This includes drafting an official closeout letter, completing the final progress report and package, and coordination with State and Federal agencies. The official closeout letter will state that the project is 100% complete, the scope of work was completed in compliance with the contract, all relevant codes and standards have been satisfied, note the final cost of the project, and provide the deliverables associated with completion of the subgrant agreement with the FDEM.
  - **Maintenance of Records Assistance:** Arcadis will support Escambia County in maintaining records of receipts, paid invoices, cancelled checks, contracts, and other documentation required for financial and programmatic compliance. Arcadis will maintain all files relevant to audits in accordance with FEMA and FDEM requirements during the life of the contract between Escambia County, HDR, and Arcadis.
  - **Audit Support:** Arcadis will coordinate with Escambia County to provide any general assistance and clarification to potential audit findings and draft a response, if necessary, during the life of a contract resulting from this proposal.

Deliverables:

- Support documentation for each of the items listed herein, as applicable.

## **TASK 2 - DATA COLLECTION**

### Objective:

Collect data to be utilized for project objectives.

### HDR Activities:

- Acquire existing plans from the County and FDOT.
- Site Reviews by Engineer of Record (EOR) and staff. An environmental scientist will review site wetlands and surface waters and will delineate if necessary to supplement survey data and to support environmental permitting requirements.
- Analyze survey, geotechnical, and subsurface utility data to evaluate the technical merit and adequacy of the information.
- Following assembly and examination of all data and information, coordinate findings with the County. Document information in Design Documentation Report.

### Deliverables:

- Reports to be included in appendices of Design Documentation Report

## **Subtask 2-1 Topographic Survey & SUE**

### Objective:

Provide topographic survey activities and subsurface utility exploration

### Subconsultant Activities (Southeastern Surveying & Mapping Corp.):

Provide a Boundary & Topographic Survey in accordance with Chapter 5J-17 F.A.C. to include the following:

- Establish the Horizontal and Vertical control for the project. Horizontal will be in SPC (Florida North) Vertical will be in NAVD 88 Datum.
- Set approximately 30 site bench marks for the project to consist of 8 Pond Sites and along 8400 L.F. of roadway Topographic Survey for pipe construction.
- Locate all improvements as observed by above ground features at each Pond Site and along each roadway for Pipe Construction. In addition provide Bathymetric survey of Herman Street pit existing Pond.
- Locate Utilities as Marked by Sunshine one Call along Roadway portions.
- Coordinate for Utilities to be marked within pond site locations with representatives of site knowledge.
- Provide Utility Designation as needed for pond sites and roadways to be located during design survey.
- Provide boundary location on parcels of acquisition with descriptions of taking.
- Locate right of ways for roadway Topographic Surveys to support design and construction.
- Provide structure details of specific drainage structures to include size, type, invert for Flow lines, and Condition.

- Provide Subsurface Utility Exploration (SUE) Test holes on conflict utilities to support ultimate design. Estimate at 24 total at SR roadway crossings. This will be collecting Horizontal and Vertical position.
- It is understood that existing data will be provided by HDR and Escambia County to support the survey effort and will be incorporated after verification of completeness and accuracy.
- Scope is based on documents provided by HDR being Document FCDI 2012&HDR.
- Project limits are 8 Pond Sites totaling 22.5 acres and listed as Delano Pond, Herman Pond, Herman Street Pit, Fairfield Ponds 1-3, CBDF Pond, and L Street Pond. Roadway Limits total 8400 L.F. and being Roadway Crossings of Leonard Street, Texar Blvd. Fairfield Ave, Palafox Blvd., and Pace Blvd. twice. In addition various Residential streets based on maps provided and listed in item 12.
- Specific Task by ponds will be:
  - CBDF Pond-Topographic Survey Only
  - Fairfield Pond 3-Topographic Survey Only to Building Outline.
  - Fairfield Ponds 1&2-Boundary, Descriptions, and Topographic Survey.
  - Herman Pond-Topographic Survey only
  - Delano Pond-Topographic Survey only
  - Herman Pit – Topographic Survey, Bathemetric Survey, Boundary & Description for adjacent parcel.
- Task is expected to require multiple deployments which are included in this scope and cost.

Deliverables:

- Three (3) certified copies of site specific boundary surveys or legal descriptions for property acquisition.
- Electronic files in Microstation and AutoCAD formats.
- SUE test hole reports.

**Subtask 2-2 Geotechnical Exploration & Phase I ESA's**

Objective: Provide subsurface soil exploration for the purposes of project function. Provide Phase I ESA's to support property acquisition.

Subconsultant Activities (Larry M. Jacobs & Associates):

Site Investigation Services:

- Locate the borings at the site. Assumes 250 foot grid spacing inside the pond footprints.
- Clear registered utilities at the site with Sunshine State One Call. Private or non-registered utilities are the responsibility of the client to clear.
- Obtain Escambia County and FDOT permits as needed to drill borings in the right of way.
- Obtain NFWMD permits needed to install piezometers at each pond site. Piezometers are important to obtain accurate water level data for pond design.



- Mobilize a truck mounted drill rig and drill team to the sites, and a tripod mounted drilling rig to the Herman Street Pit site.
- Drill up to 5 Standard Penetration Test (SPT) borings to a depth of 40 feet on the L street pond expansion site, along with installation of 2 piezometers (1 inch diameter PVC) to a depth of roughly 40 feet.
- Drill up to 6 Standard Penetration Test (SPT) borings to a depth of 40 feet on the CBDF pond site, along with installation of 2 piezometers (1 inch diameter PVC) to a depth of roughly 40 feet.
- Drill up to 7 Standard Penetration Test (SPT) borings to a depth of 40 feet on the Fairfield pond 1 site, along with installation of 1 piezometers (1 inch diameter PVC) to a depth of roughly 40 feet.
- Drill up to 9 Standard Penetration Test (SPT) borings to a depth of 40 feet on the Fairfield pond 2 site, along with installation of 2 piezometers (1 inch diameter PVC) to a depth of roughly 40 feet.
- Drill up to 3 Standard Penetration Test (SPT) borings to a depth of 40 feet on the Fairfield pond 3 site, along with installation of 1 piezometers (1 inch diameter PVC) to a depth of roughly 40 feet.
- Drill up to 9 Standard Penetration Test (SPT) borings to a depth of 40 feet on the Herman Street Pit site, along with installation of 2 piezometers (1 inch diameter PVC) to a depth of roughly 40 feet. Three of these borings would be drilled with our truck mounted drilling rig and four to six borings with our tripod mounted drilling rig to access the wooded areas and/or pond bottom. We have included a budget for difficult moving, clearing and hand carrying equipment if needed, as well as moving boring locations if debris is encountered.
- Drill up to 6 Standard Penetration Test (SPT) borings to a depth of 40 feet on the Herman Street pond site, along with installation of 2 piezometers (1 inch diameter PVC) to a depth of roughly 40 feet.
- Drill up to 3 Standard Penetration Test (SPT) borings to a depth of 40 feet on the Delano Street pond site, along with installation of 1 piezometer (1 inch diameter PVC) to a depth of roughly 40 feet.
- Drill up to 12 Standard Penetration Test (SPT) borings to a depth of 15 feet in the road right of way in the three stormwater drainage pipe sections. Six borings would be drilled in the ROW of North Q Street, two borings in the Fairfield pond 3 to Palafox route, and four in the remaining section. As requested, provide MOT to drill one of these borings noted above in the road at four locations. We plan to close one lane for about 4-5 hours at each location. The roadway asphalt would be cored, the soil boring drilled, and the borehole patched with cold patch or concrete.
- After installation of the piezometers, a technician would return in a few days and take water level readings. We will need the top of PVC casing elevation at each piezometer to perform our work, and we understand the surveying will be provided by others. Surveying work is not included in this proposal.
- Obtain up to 4 Shelby tube samples from each of the eight pond sites for laboratory permeability testing.
- Perform a visual classification and laboratory testing of the soil samples obtained during our exploration. Our proposal includes a budget for basic laboratory testing, such as wash #200 sieve tests and water content tests to evaluate and

document basic soil properties. Falling head permeability tests and associated unit weight testing would be performed on the Shelby tube samples.

- Analyze the test data to develop geotechnical engineering recommendations for the project.

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

- Existing site characteristics.
- Exploration, testing, and sampling methods.
- Subsurface soils encountered and soil classifications.
- Depth to groundwater at the time of drilling, as well as groundwater readings in the piezometers.
- A discussion of laboratory test results.
- Recommendations for dewatering, bedding the pipes, compaction requirements for backfill, comments on reuse of native soils, fill recommendations and repair of pavements as needed.
- Provide existing pavement thickness at the four core locations.
- Stormwater pond design recommendations including vertical and horizontal hydraulic conductivities, fillable porosity, and estimated seasonal high groundwater levels. Chimney design recommendations will be provided, if applicable.

#### Phase I ESA's:

- Provide a Phase 1 Environmental Site Assessment (ESA) for the following pond properties:
  - Fairfield pond 1 – Privately Owned
  - Fairfield pond 2 – Privately Owned
  - Herman Street Pit – Expansion Privately Owned
- We have assumed the pond properties are one parcel with one owner. A Phase I ESA consists of site observations, a documentary audit, interviews and a report of finding for each property. The work will be performed in general accordance with ASTM E1527-13, and includes an environmental lien search on one parcel per pond site, if needed. If a Phase II ESA is required on any of the properties, LMJ plans to partner with Cameron Cole (a local environmental engineering firm) to complete the work. Phase II ESA services are not included in LMJ's proposal. Fees for Phase II ESA work will be executed directly through HDR.

#### Deliverables:

- Geotechnical Exploration Report
- Phase I ESA's

### **TASK 3 - DESIGN ANALYSIS & REPORTING**

#### Objective:

Provide H&H design and modeling services for the proposed project condition. Provide design and backup documentation discussing/providing all data collection results, modeling results, and specific design decisions and costs associated with the project.

#### Activities:

- Develop a proposed condition H&H model based on data collection results using Interconnected Channel and Pond Routing (ICPR) version 3.2 software by Streamline Technologies. The existing conditions model for the Pensacola Bay Basin Study updated with the Delano Street Area Study will be utilized as base (existing condition) files.
- Provide modeling iterations in order to optimize the proposed condition based on data collection results. Iterations and analysis will include the 25-year/24-hour, 50-year/24-hour, and 100-year/24-hour storm event frequencies/durations.
- Analyze existing vs proposed conditions for each event. Note that the goal for modeling iterations is reduced frequency of flooding in the project area with no increase of flows downstream of the L Street Pond outfall.
- Provide maps showing existing and proposed condition sub-basin nodal diagrams and extents of post-condition flooding for each storm event in the project area.
- Provide an H&H narrative report discussing the existing vs proposed condition modeling results and stage results at key locations. Include analysis of upstream and downstream effects per grant requirements.
- Establish centerlines of construction.
- Design a stormwater conveyance system which may consist of a combination of open and closed conveyance for the Delano Street area generally bounded by Fairfield Drive, S Street, Clay Street, and Pace Boulevard. Provide storm drain tabulations for this location. Provide storm drain design for crossings at Pace Boulevard (2), Fairfield Drive, Palafox Street, and Texar Drive. Provide storm drain design for system connection south of Texar Drive to E Street. Design modifications to existing drainage structures.
- Design stormwater ponds based on data collection results.
- Design drainage control structures at ponds.
- Design the reconstruction or resurfacing of impacted roadways utilizing either County standard or existing condition pavement designs as applicable.
- Work closely with FDOT and the County to design an adequate traffic control plan (MOT) which considers construction zone safety, lane closure, night work, and possible temporary signal modifications.
- Prepare a Draft/Final Design Documentation Report to be submitted with the 60%, 90%, and 100% plans deliverables documenting data collection results, modeling results, design decisions, design controls, design backup, correspondence, permitting requirements, construction quantity backup, cost estimates, County review comment/response, and requirements of the grant.

#### Deliverables:

- Stormwater Narrative Report
- Design Documentation Report

## **TASK 4 - PLANS PRODUCTION**

### Objective:

Prepare contract plans and bid documents for construction.

### Activities:

- Prepare Key Sheet
- Prepare Summary of Pay Items Sheet(s)
- Prepare Summary of Quantities Sheet(s)
- Prepare Drainage Map(s)
- Prepare Roadway Typical Section Sheet(s)
- Prepare Project Layout Sheet
- Prepare General Notes
- Prepare Plan & Profile Sheets
- Prepare Drainage Structures
- Prepare Special Detail Sheets
- Prepare Cross Section Sheets
- Prepare Pond Details Sheets
- Prepare Pond Typical Section Sheets
- Prepare SWPPP Sheet
- Prepare Erosion Control Plan (notes & typical details)
- Prepare Temporary Traffic Control Plan (MOT)
- Prepare Utility Adjustment Plans
- Prepare Signing & Pavement Marking Plans
- Approximately 77 Plan Sheets Expected; see fee sheet.
- Prepare Project Specifications, Scope Summary, and Bid Form

### Deliverables:

- 60% Plans & Documentation
- 90% Plans & Documentation
- 100% Plans & Documentation
- Final Plans & Documentation

**TASK 5 - PERMITTING**Objective:

Schedule meetings with permitting agencies and prepare project permit applications for construction.

Activities:

- HDR will schedule pre-application meetings with FDOT, NFWFMD/FDEP, and USACE early on to provide preliminary project information to the permitting agencies and to discuss/verify the appropriate permitting criteria. Multiple meetings with FDOT are expected.
- HDR expects to prepare an ERP General Permit application for stormwater retrofit activities under 62-330.451 for NFWFMD or FDEP.
- HDR expects no permitting requirement under USACE. HDR will coordinate with USACE for a letter of verification per grant requirements.
- FDOT permitting for work in FDOT right-of-way will be required. Expected permits include right-of-way access, utility, and drainage connection.

Deliverables:

- Permit applications for review & signature
- Final approved permits for construction



## **TASK 6 - BID & CONSTRUCTION ASSISTANCE**

### Objective:

Assist Escambia County with the bidding and construction process as requested. This is a limiting amount service.

### Activities:

- Prepare responses to Contractor questions during advertisement and addenda.
- Attend pre-bid meeting
- Attend bid opening
- Prepare a bid tabulation of all bids received and comment on results
- Attend preconstruction conference
- Attend onsite meetings during construction (assume 12-month construction schedule)
- Address Contractor questions regarding contract plans during construction
- Provide plan revisions
- Provide recommendations to Escambia County during construction
- Review shop drawings
- Provide record drawings based on data obtained from County Inspector and Contractor.

### Deliverables:

- Addenda
- Bid Tabulation
- Plan Revisions
- Approved shop drawings
- Record Drawings



## **TASK 7 - OPTIONAL SERVICES BUDGET**

### Objective:

Assist Escambia County with unforeseen changes associated with design.

### Activities:

Optional services will be a limiting amount task. Tasks under optional services will require prior approval by Escambia County before commencement. Optional services under this contract may consist of but are not limited to the following:

- Modeling and design for alternate pond sites if there are issues with property acquisition.
- Exceedance of construction duration.
- Additional subconsultant activities.
- Additional requirements of permitting agencies.
- Other unforeseen grant scope modifications or tasks not included in this scope of work.

### Deliverables:

- To be agreed upon by task.

Exhibit "B"

Delano Street Drainage & Improvement Project  
Grant Phase 1 Design

ID	Task Name	Duration	Start	Finish	2017												2018												2019												2020											
					May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
1	NTP	0 days	Mon 5/15/17	Mon 5/15/17	◆ 5/15																																															
2	Kickoff Meeting	0 days	Mon 5/22/17	Mon 5/22/17	◆ 5/22																																															
3	Grant Management	760 days	Mon 6/5/17	Fri 5/1/20	[Task Bar]																																															
4	Geotechnical Investigation & ESA's	90 days	Mon 6/5/17	Fri 10/6/17	[Task Bar]																																															
5	Topographic Survey Ph 1	35 days	Mon 6/5/17	Fri 7/21/17	[Task Bar]																																															
6	FDEM Quarterly Report (Grant Mgmt)	11 days	Fri 6/30/17	Fri 7/14/17	[Task Bar]																																															
7	Topographic Survey Ph 2	10 days	Mon 8/28/17	Fri 9/8/17	[Task Bar]																																															
8	Initial Data Collection & Review	15 days	Mon 6/5/17	Fri 6/23/17	[Task Bar]																																															
9	Deadline POP Extension Request	6 days	Mon 7/10/17	Mon 7/17/17	[Task Bar]																																															
10	60% Design / Plans / Reports	50 days	Mon 7/24/17	Fri 9/29/17	[Task Bar]																																															
11	FDEM Quarterly Report (Grant Mgmt)	11 days	Fri 9/29/17	Fri 10/13/17	[Task Bar]																																															
12	60% Submittal	0 days	Mon 10/2/17	Mon 10/2/17	◆ 10/2																																															
13	County Review / Utility Coordination	10 days	Tue 10/3/17	Mon 10/16/17	[Task Bar]																																															
14	SUE / Utility Coordination	15 days	Tue 10/17/17	Mon 11/6/17	[Task Bar]																																															
15	Environmental & FDOT Pre-apps	5 days	Tue 10/17/17	Mon 10/23/17	[Task Bar]																																															
16	Public Meeting / Commissioner Brief	5 days	Tue 10/24/17	Mon 10/30/17	[Task Bar]																																															
17	90% Design / Plans / Reports	40 days	Tue 10/17/17	Mon 12/11/17	[Task Bar]																																															
18	90% Submittal	0 days	Tue 12/12/17	Tue 12/12/17	◆ 12/12																																															
19	County Review / Utility Coordination	10 days	Wed 12/13/17	Tue 12/26/17	[Task Bar]																																															
20	Environmental Permitting	15 days	Wed 12/27/17	Tue 1/16/18	[Task Bar]																																															
21	FDEM Quarterly Report (Grant Mgmt)	12 days	Fri 12/29/17	Mon 1/15/18	[Task Bar]																																															
22	Environmental Permitting Review	25 days	Wed 1/17/18	Tue 2/20/18	[Task Bar]																																															
23	100% Design / Plans / Reports	40 days	Wed 12/27/17	Tue 2/20/18	[Task Bar]																																															
24	100% Submittal	0 days	Wed 2/21/18	Wed 2/21/18	◆ 2/21																																															
25	County Review / Utility Coordination	5 days	Thu 2/22/18	Wed 2/28/18	[Task Bar]																																															
26	FDOT Permitting	2 days	Thu 2/22/18	Fri 2/23/18	[Task Bar]																																															
27	FDOT Permit Review	25 days	Mon 2/26/18	Fri 3/30/18	[Task Bar]																																															
28	Public Notice	21 days	Thu 2/22/18	Thu 3/22/18	[Task Bar]																																															
29	FDEM Quarterly Report (Grant Mgmt)	11 days	Fri 3/30/18	Fri 4/13/18	[Task Bar]																																															
30	Final Deliverable Package	10 days	Mon 4/2/18	Fri 4/13/18	[Task Bar]																																															
31	Final Deliverable Meeting	0 days	Mon 4/16/18	Mon 4/16/18	◆ 4/16																																															
32	Grant Deliverable to FDEM (30 days prior to POP Date)	23 days	Tue 4/17/18	Thu 5/17/18	[Task Bar]																																															
33	POP Date	0 days	Fri 5/18/18	Fri 5/18/18	◆ 5/18																																															
34	FDEM / FEMA Review	130 days	Mon 5/21/18	Fri 11/16/18	[Task Bar]																																															
35	FDEM Quarterly Report (Grant Mgmt)	11 days	Mon 10/1/18	Mon 10/15/18	[Task Bar]																																															
36	Begin Construction TBD	60 days	Mon 11/19/18	Fri 2/8/19	[Task Bar]																																															
37	FDEM Quarterly Report (Grant Mgmt)	12 days	Mon 12/31/18	Tue 1/15/19	[Task Bar]																																															
38	Construction	300 days	Mon 2/11/19	Fri 4/3/20	[Task Bar]																																															
39	FDEM Quarterly Report (Grant Mgmt)	12 days	Fri 3/29/19	Mon 4/15/19	[Task Bar]																																															
40	FDEM Quarterly Report (Grant Mgmt)	12 days	Fri 6/28/19	Mon 7/15/19	[Task Bar]																																															
41	FDEM Quarterly Report (Grant Mgmt)	12 days	Mon 9/30/19	Tue 10/15/19	[Task Bar]																																															
42	FDEM Quarterly Report (Grant Mgmt)	12 days	Tue 12/31/19	Wed 1/15/20	[Task Bar]																																															
43	FDEM Quarterly Report (Grant Mgmt)	12 days	Tue 3/31/20	Wed 4/15/20	[Task Bar]																																															

Notes:

1. This schedule does not include potential time for Phase II ESA's, if required.





Exhibit "C"

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

FDOT Audited Rate Items	HDR Audited Rates
Home Office Overhead	149.00%
FCCM	0.298%
Home Office Expense	8.67%
Operating Margin	32.00%

Personnel Category	Personnel Base Rate	Proposed Billing Rate
<b>Project Principal</b>	\$ 77.00	\$ 223.28
<b>Project Manager</b>	\$ 51.19	\$ 148.43
<b>Senior Engineer</b>	\$ 70.68	\$ 204.95
<b>Professional Engineer</b>	\$ 45.64	\$ 132.34
<b>Engineer Intern</b>	\$ 30.50	\$ 88.44
<b>Scientist</b>	\$ 45.50	\$ 131.94
<b>CAD Technician</b>	\$ 33.39	\$ 96.82
<b>Administrative</b>	\$ 37.94	\$ 110.01

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

Exhibit "C"  
**TASK LIST**  
**Delano Street Drainage & Improvement Project**  
**HMGP Grant Management & Design Services**

**ACTIVITY: TASK 1 - PROJECT COORDINATION**

Task	Basis of Estimate	No. of Units	Hours/ Unit	Total Hours	Remarks
County Staff Meetings:					
Kickoff Meeting	EA	1	4	4	2 attendees X 2 hours including prep
Project Meetings	EA	4	4	16	2 attendees X 2 hours including prep
Project Management:					
Monthly Status Report	EA	36	1	36	
Project Scheduling	LS	1	4	4	
Subconsultant Coordination	LS	1	80	80	includes project life with Arcadis
Utility Coordination	LS	1	60	60	
Public Involvement:					
Assist County with Mailouts	LS	1	8	8	
Provide Meeting Boards/Handouts	EA	1	32	32	
Assist or Conduct Community Meetings	EA	2	8	16	2 attendees X 4 hours including prep
Public RFI resolution	LS	1	16	16	
<b>Grant Management (see Attachment A for Subconsultant Price)</b>					
<b>Subtotal</b>				272	
Quality Control	3%			8	
Supervision	3%			8	
<b>TOTAL</b>				288	

Exhibit "C"  
**TASK LIST**  
**Delano Street Drainage & Improvement Project**  
**HMGP Grant Management & Design Services**

**ACTIVITY: TASK 2 - DATA COLLECTION**

Task	Basis of Estimate	No. of Units	Hours/ Unit	Total Hours	Remarks
Acquire Plans from County/FDOT	LS	1	32	32	
Site Reviews	EA	4	12	48	3 staff, 0.5 day, including GIS prep, 4 reviews
Analyze Subconsultant Data	LS	1	60	60	
<b>Topographic Survey &amp; SUE (see Attachment B for Subconsultant Price)</b>					
<b>Geotechnical Investigation &amp; Phase I ESA's (see Attachment C for Subconsultant Price)</b>					
Coordinate Data with County	LS	1	8	8	2 attendees X 4 hours including prep
<b>Subtotal</b>				148	
Quality Control	3%			4	
Supervision	3%			4	
<b>Total</b>				156	

Exhibit "C"  
**TASK LIST**  
**Delano Street Drainage & Improvement Project**  
**HMGP Grant Management & Design Services**

**ACTIVITY: TASK 3 - DESIGN ANALYSIS & REPORTING**

Task	Basis of Estimate	No. of Units	Hours/ Unit	Total Hours	Remarks
H&H proposed condition model updates	LS	1	40	40	
H&H modeling iterations	EA	12	4	48	
H&H analysis	LS	1	60	60	
Existing & proposed sub-basin mapping	LS	1	60	60	
H&H narrative report	LS	1	40	40	
Establish CL Construction	LS	1	24	24	
Conveyance system design	LS	1	160	160	
Pond design	EA	8	24	192	
Control structure design	EA	8	4	32	
Roadway impact design	LS	1	60	60	
Traffic control planning	LS	1	60	60	
Design Documentation Report	LS	1	60	60	
<b>Subtotal</b>				836	
Quality Control	5%			42	
Supervision	5%			42	
<b>Total</b>				920	

**Exhibit "C"**  
**TASK LIST**  
**Delano Street Drainage & Improvement Project**  
**HMGP Grant Management & Design Services**

**ACTIVITY: TASK 4 - PLANS PRODUCTION**

<b>Task</b>	<b>Basis of Estimate</b>	<b>No. of Units</b>	<b>Hours/ Unit</b>	<b>Plan Sheets</b>	<b>Total Hours</b>	<b>Remarks</b>
Cover Sheet	Sheet	1	8	1	8	
Summary of Pay Items Sheets	Sheet	1	24	1	24	
Summary of Quantities Sheets	Sheet	3	6	3	18	
Drainage Map	Sheet	2	16	2	32	
Roadway Typical Section Sheets	Sheet	4	14	4	56	
Project Layout Sheets	Sheet	2	10	2	20	
General Notes Sheets	Sheet	1	12	1	12	
Plan & Profile Sheets	Sheet	20	12	20	240	10,200' @ 500'/sheet (40 scale)
Drainage Structure Sheets	XS	28	3	5	84	6 XS per sheet, 20H/10V scale
Special Details Sheets	EA	8	8	4	64	2 Details per sheet
Cross Section Sheets	XS	36	2	6	72	6 XS per sheet, 20H/10V scale, only where necessary
Pond Details Sheets	EA	8	12	8	96	
Pond Typical Section Sheets	EA	8	8	8	64	
SWPPP Sheet	Sheet	2	6	1	12	
Erosion Control Plan	Sheet	4	12	4	48	notes & typical details
Temporary Traffic Control Plan (MOT)	Sheet	7	8	7	56	plan view only; utilize Index 600 standard details
Utility Adjustment Plans	Sheet	20	4	0	80	utilize Plan & Profile
Signing & Pavement Marking Plans	Sheet	20	1	0	20	utilize Plan & Profile or plan notes
Prepare Specs & Bid Docs	LS	1	40		40	
<b>Total Plan Sheets</b>				77		
<b>Manhour Subtotal</b>					1046	
Quality Control	5%				52	
Supervision	5%				52	
<b>Total</b>					1150	

Exhibit "C"  
**TASK LIST**  
**Delano Street Drainage & Improvement Project**  
**HMGP Grant Management & Design Services**

**ACTIVITY: TASK 5 - PERMITTING**

Task	Basis of Estimate	No. of Units	Hours/ Unit	Total Hours	Remarks
Pre-application Meetings	EA	4	6	24	2 attendees, prep, & minutes
NWFWMD/FDEP Permit	LS	1	60	60	
USACE Permit	LS	1	8	8	coordinate letter of no-permit
FDOT Permit	LS	1	80	80	
<b>Subtotal</b>				172	
Quality Control	5%			9	
Supervision	5%			9	
<b>Total</b>				190	

Exhibit "C"  
**TASK LIST**  
**Delano Street Drainage & Improvement Project**  
**HMGP Grant Management & Design Services**

**ACTIVITY: TASK 6 - BID & CONSTRUCTION ASSISTANCE**

Task	Basis of Estimate	No. of Units	Hours/ Unit	Total Hours	Remarks
Advertisement RFI's	EA	2	8	16	
Attend pre-bid meeting	EA	1	2	2	
Attend bid opening	EA	1	2	2	
Prepare bid tabulation	EA	1	2	2	
Attend pre-construction conference	EA	1	2	2	
Attend onsite meetings	EA	12	2	24	
Addresss construction RFI's & revisions	EA	5	8	40	
Review shop drawings	EA	36	0.5	18	
Provide record drawings	LS	1	40	40	
<b>Subtotal</b>				146	
Quality Control	3%			4	
Supervision	3%			4	
<b>Total</b>				154	



**ATTACHMENT A**  
**ARCADIS-US**  
**SUBCONSULTANT FEE**

D. Allen Vinson, PE, CDT  
HDR  
25 W. Cedar Street, Suite 200  
Pensacola FL 32502

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

Subject:  
PD 16-17.023, Delano Street Drainage and Improvement Project, Scope and Fee Proposal for First Negotiation Meeting

Date:  
April 7, 2017

Dear Mr. Vinson:

Contact:  
Frank McColm

Per our discussion, March 26, 2017 and subsequent conversations regarding the response to the solicitation, please find below a scope and fee proposal to perform requested services for the Delano Street Drainage and Improvement Project. Arcadis' efforts assume a not-to-exceed amount of \$202,208.00 and include the following components:

Phone:  
850-895-4707

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

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

Arcadis will provide Escambia County with a maximum of two period of performance, scope, and budget modification requests to the Florida Division of Emergency Management (FDEM). Modification requests will include a cover letter accompanied by relevant documentation, such as a revised scope of work, revised budget, benefit-costs analysis, and/or an updated schedule with significant milestones. Grant modifications will be invoiced upon completion and delivery of a full modification package at a cost of \$13,500.00 each.

***Quarterly Reporting***

Arcadis will support Escambia County with maintaining records of work, schedules, and expenditures and prepare regular progress information in the form of a quarterly report. Quarterly reports will be submitted to the FDEM within 15 days of each quarter's end and document project status, milestones, challenges, and setbacks to date for the project. Arcadis will complete up to twelve quarterly reports for this project. The fee for this effort assumes preparation of 12 quarterly reports at a cost of \$925.00 each.

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

Arcadis will develop and submit Request for Reimbursements (RFR) on a quarterly basis at a minimum. The RFR will provide the overall amount of the request and summary of documentation which provides a breakdown of invoices that will be submitted for the reimbursement. Arcadis will coordinate with Escambia County to ensure all documentation is obtained for all eligible costs incurred throughout the lifecycle of the project. Arcadis shall pre-audit all source documentation. This may include support on procurement activities for other services related to acquisition and expenditures. Arcadis will be responsible for coordinating with the FDEM on all requests for information resulting from the RFR. Arcadis will complete up to 12 RFRs at a cost of \$2,750.00 each.

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

Arcadis will perform regular site visits to ensure compliance with grant conditions commensurate with grant scope of work completion. Arcadis will coordinate site visits when requested by the FDEM or FEMA Region IV and other federal or state funding agencies. Site visits are conducted to verify if the scope of work, and environmental and historic conditions are being or have been fulfilled. Arcadis will support Escambia County with responding to any project monitoring documentation requests, which may be requested by the FDEM or FEMA Region IV. Site visits and project monitoring will be invoiced on a per visit basis at a cost of \$4,634.00 each.

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

Arcadis will support property owner communications and coordination as necessary. This includes supporting meetings with property owner and assisting with questions and other project implementation and coordination activities. This task also includes working with property owners to collect all necessary documentation for project compliance. Property Owner Coordination support will last for the duration of a contract resulting from this proposal. Property Owner Coordination will be invoiced on a per property basis at a cost of \$6,550.00 each.

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

Arcadis will conduct project closeout related activities for each property throughout the duration of a contract resulting from this proposal. This includes drafting an official closeout letter, completing the final progress report and package, and coordination with State and Federal agencies. The official closeout letter will state that the project is 100% complete, the scope of work was completed in compliance with the contract, all relevant codes and standards have been satisfied, note the final cost of the project, and provide the deliverables associated with completion of the subgrant agreement with the FDEM. Project Closeout and Final Inspection will be at a cost of \$17,700 and will be invoiced upon completion.

### ***Maintenance of Records Assistance***

Arcadis will support Escambia County in maintaining records of receipts, paid invoices, cancelled checks, contracts, and other documentation required for financial and programmatic compliance. Arcadis will maintain all files relevant to audits in accordance with FEMA and FDEM requirements during the life of the contract between Escambia County and Arcadis. Maintenance of records will be invoiced monthly at a cost \$600.00.

**Audit Support**

Arcadis will coordinate with Escambia County to provide any general assistance and clarification to potential audit findings and draft a response, if necessary during the life of a contract resulting from this proposal. Audit Support will only be invoiced in the event of an audit at a cost of \$10,000.00.

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

Sincerely,



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

Attachments:  
PD 16-17.023 Fee Proposal

**ATTACHMENT B**

**SOUTHEASTERN SURVEYING & MAPPING CORPORATION  
SUBCONSULTANT FEE**

Steven L. Anderson, Jr., PSM, PLS  
 Charles M. Arnett, PSM  
 Michael D. Brown, PSM  
 Michael L. Dougherty, PSM  
 James M. Dunn, II, PSM  
 Thomas F. Ferguson, PSM  
 Ronnie A. Figueroa, PSM, GISP  
 Tate B. Flowers, PLS  
 Robert W. Gardner, PSM  
 Brian R. Garvey, PE, GISP  
 Daniel J. Henry, PSM, PLS  
 Gary B. Krick, PSM  
 Brad J. Lashley, PSM, PLS  
 Myron F. Lucas, PSM  
 James E. Mazurak, PSM  
 Thomas K. Mead, PSM, PLS  
 Timothy O. Mosby, PSM  
 James L. Petersen, PSM



William C. Rowe, PSM  
 Tony G. Syfrett, PSM, PLS  
 John S. Thomas, PSM  
 Edward W. Wackerman, PSM  
 Thomas P. Young, Jr., PSM, GISP  
 Kirk R. Hall, EI, GISP  
 Brad A. Stroppel, EI, GISP  
 Cheryl A. Isenberg, GISP  
 Brian E. Latchaw, GISP  
 Patrick J. Phillips, GISP  
 Donna L. Hendrix, CST IV  
 Frank B. Henry, CST IV  
 Mark W. Klaers, CST IV  
 Joseph S. Locklin, CST IV  
 David M. Rentfrow, CST IV  
 Steve D. Smith, CST IV  
 Celeste B. van Gelder, CST IV

Land Surveying & Mapping Services • Sub-Surface Utility Designation & Location Services • Geographic Information Systems • GPS Asset Inventories

March 30, 2017

VIA EMAIL: [Allen.Vinson@hdrinc.com](mailto:Allen.Vinson@hdrinc.com)

Mr. Allen Vinson, P.E.  
 Project Engineer  
 HDR, Inc.  
 25 West Cedar Street, Suite 200  
 Pensacola, FL 32502

**RE: Delano HMGP Boundary & Topographic Project  
 Sections 7 & 8, Township 2 South, Range 30 West, Escambia County, Florida**

Dear Mr. Vinson,

We are pleased to submit our proposal for Surveying Services on the above referenced project.

**SCOPE OF WORK:**

Provide a Boundary & Topographic Survey in accordance with Chapter 5J-17 F.A.C. to include the following:

1. Establish the Horizontal and Vertical control for the project. Horizontal will be in SPC (Florida North) Vertical will be in NAVD 88 Datum.
2. Set approximately 30 site bench marks for the project to consist of 8 Pond Sites and along 8400 L.F. of roadway Topographic Survey for pipe construction.
3. Locate all improvements as observed by Above ground features at each Pond Site and along each roadway for Pipe Construction. In addition provide Bathymetric survey of Herman Street pit existing Pond.
4. Locate Utilities as Marked by Sunshine one Call along Roadway portions.
5. Coordinate for Utilities to be marked within pond site locations with representatives of site knowledge.
6. Provide Utility Designation as needed for pond sites and roadways to be located during design survey.
7. Provide boundary location on parcels of acquisition with descriptions of taking.
8. Locate right of ways for roadway Topographic Surveys to support design and construction.

6500 All American Blvd Orlando, FL 32810 407.292.8580 407.292.0141 Fax	1130 Highway 90 Chipley, FL 32428 850.638.0790 850.638.8069 Fax	Lakeside Executive Center 8641 Baypine Road Suite 5 Jacksonville, FL 32256 904.737.5990 904.737.5995 Fax	119 West Main Street Tavares, FL 32778 352.343.4880 352.343.4914 Fax	10 East Lake Street Kissimmee, FL 34744 407.944.4880 407.944.0424 Fax	University Corporate Park 10770 North 46th Street Suite C-300 Tampa, FL 33617 813.898.2711 813.898.2712 Fax
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Licenses: PSM: Florida Professional Surveyor & Mapper • PLS: Alabama Professional Land Surveyor • PE: Professional Engineer  
 Certifications: EI: Engineering Intern • GISP: Geographic Information Systems Professional • CST: Certified Survey Technician

Mr. Allen Vinson, P.E.

Delano HMGP Boundary &amp; Topographic Project

March 30, 2017

9. Provide structure details of specific drainage structures to include size, type, invert for Flow lines, and Condition.
10. Provide SUE Test holes on conflict utilities to support ultimate design. Estimate at 24 total at SR roadway crossings. This will be collecting Horizontal and Vertical position.
11. It is understood that existing data will be provided by HDR and Escambia County to support the survey effort and will be incorporated after verification of completeness and Accuracy.
12. Scope is based on documents provided by HDR being Document FCDI 2012&HDR.
13. Project limits are 8 Pond Sites totaling 22.5 acres and listed as Delano Pond, Herman Pond, Herman Street Pit, Fairfield Ponds 1-3, CBDF Pond, and L Street Pond. Roadway Limits total 8400 L.F. and being Roadway Crossings of Leonard Street, Texar Blvd. Fairfield Ave, Palafox Blvd., and Pace Blvd. twice. In addition various Residential streets based on maps provided and listed in item 12.
14. Specific Task by ponds will be:
  - a. CBDF Pond-Topographic Survey Only
  - b. Fairfield Pond 3-Topographic Survey Only to Building Outline.
  - c. Fairfield Ponds 1&2-Boundary, Descriptions, and Topographic Survey.
  - d. Herman Pond-Topographic Survey only
  - e. Delano Pond-Topographic Survey only
15. Task will require multiple deployments and has been incorporated here in the cost.

The final Deliverable will be in Micro station and AutoCAD.

Our fee for the above referenced work will be as follows:

<b>Establish Control for the project:</b>	<b>\$ 3,800.00</b>
<b>3 Boundary Surveys and descriptions:</b>	<b>\$14,480.00</b>
<b>8 Pond Topographic Surveys:</b>	<b>\$25,900.00</b>
<b>1 Bathymetric Survey:</b>	<b>\$ 2,400.00</b>
<b>8400 L.F. of Roadway Topographic Survey and Right of Ways:</b>	<b>\$25,200.00</b>
<b>Utility Designation support:</b>	<b>\$ 5,200.00</b>
<b>SUE test hole at (24 total):</b>	<b><u>\$ 8,400.00</u></b>
<b>Total:</b>	<b><u>\$85,380.00</u></b>

We anticipate completion of the above described work within eight (8) weeks after receipt of a written notice to proceed.

Payment is expected within thirty (30) days from date of invoice. We accept VISA and MasterCard for your payment convenience.

Mr. Allen Vinson, P.E.  
Delano HMGP Boundary & Topographic Project  
March 30, 2017

We look forward to the opportunity to work with you on this project.

Sincerely,

Thomas K. Mead, P.S.M.  
Vice President/Project Manager

If the above scope, period of service and method of compensation meets with your approval, please execute below and email/fax to SSMC as notice to proceed along with the notice of commencement.

If your firm prefers using your own standard PROFESSIONAL SERVICES AGREEMENT in lieu of this proposal letter, this document MUST BE furnished to SSMC, negotiated, and executed prior to the commencement of any service.

**Send all Agreements to:**

**Orlando Corporate Office**  
**6500 All American Boulevard**  
**Orlando, FL 32810.**  
Fax: 407-292-0141  
Email: [info@southeasternsurveying.com](mailto:info@southeasternsurveying.com)

Your firm agrees that by (1) signing and returning this Proposal, or (2) partial or complete performance under this Proposal and SSMC has not received, negotiated and/or executed a PROFESSIONAL SERVICES AGREEMENT, then it is agreed that THE TERMS AND CONDITIONS IN THIS PROPOSAL SHALL GOVERN THE SERVICES RENDERED.

Furthermore, if requested, your firm acknowledges that by accepting this Proposal, SSMC will provide your firm with an insurance certificate that (1) contains the project name and (2) lists your firm as the certificate holder.

**The person executing this document must indicate that he/she is a Principal and/or Corporate Officer.**

**If the signatory is not a Principal and/or Corporate Officer, a Letter of Authorization on company letterhead signed by a Principal and/or Corporate Officer, MUST be provided that specifically states that signatory has the authority to bind the parties by entering into this agreement.**

**ACCEPTED BY:**

\_\_\_\_\_/\_\_\_\_\_  
**Principal / or Corporate Officer      TITLE      Printed Name      Date**





**ATTACHMENT C**

**LARRY M. JACOBS & ASSOCIATES  
SUBCONSULTANT FEE**



April 19, 2017

Mr. Allen Vinson, PE  
HDR  
25 West Cedar Street, Suite #200  
Pensacola, Florida 33502

**SUBJECT: Revised Geotechnical Exploration and Phase 1 ESA Proposal  
Delano Area Drainage Projects  
Pensacola, Florida**

Dear Mr. Vinson:

**Larry M. Jacobs & Associates, Inc. (LMJ)** sincerely appreciates the opportunity to submit the following proposal for providing a geotechnical exploration for the subject project. The purpose of this geotechnical exploration is to determine the general subsurface conditions in the proposed eight pond areas and the proposed pipe alignments. This information would be used to provide recommendations for dewatering, earthwork, pipe bedding and backfilling for the pipe. In addition, stormwater pond design recommendations would be provided. Phase 1 Environmental Site Assessment (ESA) services are also desired on three of the eight pond properties. The following sections outline our recommended scope of services, a cost estimate for providing these services, and the proposed terms and conditions.

### **PROJECT AND SITE DESCRIPTION**

The proposed project is reported to consist of eight stormwater ponds and three sections of new stormwater drainage pipe in Pensacola, Florida. The first pond is an expansion of the large L Street pond. This large pond would be expanded to the west into an existing baseball field and parking lot. We have several borings already drilled in this pond and will reuse them, if applicable. The second CBDF pond is located on the existing jail site north of Leonard Street. We plan to drill on the north and south sides of the existing building. Ponds three to five are located just north of Fairfield and west of an existing animal shelter and former metal processing facility along E Street. These ponds are designated Fairfield pond 1, 2 & 3, and aerial photographs indicate that Fairfield pond site 1 is grassed fields with scattered trees. Fairfield pond site 2 is a vacant lot with an asphalt parking lot, and the Fairfield pond site 3 is thickly wooded.

Pond six is located north of Herman Street and the property has an existing deep pit along with several one story buildings on the west side of the lot. One of the buildings appears to be an auto collision repair outfit. The perimeter of the pit is heavily wooded, and we understand the pit is typically filled with water. The pit would need to be pumped down by others for us to drill in the bottom and/or we could drill on the pit perimeter after clearing. The seventh pond site is located at the northwest corner of the intersection of Herman Street and Pace Blvd., and the lot appears to be occupied by an asphalt parking lot, open fields, scattered trees and two small single-family residences. Pond site number eight is located on the north side of Delano Street, two lots east of the intersection of Delano and S Street. The site appears to be partially wooded with a single-family residence. Reportedly, all the ponds will be excavated as deep as practical to provide storage volume for flood waters.

LMJ understands that stormwater pipe is planned for the right of way of North Q Street between Delano and Clay Street. Stormwater pipe will also be extended from the Fairfield pond 1 site to the intersection of Hayes and E Street, along with a short section of stormwater pipe from north end of the Fairfield pond 3 site to Palafox Street. Reportedly these pipes will have inverts less than 10 feet below



existing grades. LMJ also understands that Phase I Environmental Site Assessments are needed on the Fairfield pond 1, Fairfield pond 2 and the Herman Street Pit pond sites. These properties are not currently owed by the client.

### **PROPOSED SCOPE OF SERVICES**

The following proposed scope of services is based on the information supplied and our experience in the area with similar projects. We plan to drill soil borings on an approximate 250 foot grid inside the pond footprints. We propose to perform the following:

- ▼ Locate the borings at the site.
- ▼ Clear registered utilities at the site with Sunshine State One Call. Private or non-registered utilities are the responsibility of the client to clear.
- ▼ Obtain Escambia County and FDOT permits as needed to drill borings in their right of way.
- ▼ Obtain NFWMD permits needed to install piezometers at each pond site. Piezometers are important to obtain accurate water level data for pond design.
- ▼ Mobilize a truck mounted drill rig and drill team to the sites, and a tripod mounted drilling rig to the Herman Street Pit site.
- ▼ Drill up to 5 Standard Penetration Test (SPT) borings to a depth of 40 feet on the L street pond expansion site, along with installation of 2 piezometers (1 inch diameter PVC) to a depth of roughly 40 feet.
- ▼ Drill up to 6 Standard Penetration Test (SPT) borings to a depth of 40 feet on the CBDF pond site, along with installation of 2 piezometers (1 inch diameter PVC) to a depth of roughly 40 feet.
- ▼ Drill up to 7 Standard Penetration Test (SPT) borings to a depth of 40 feet on the Fairfield pond 1 site, along with installation of 1 piezometer (1 inch diameter PVC) to a depth of roughly 40 feet.
- ▼ Drill up to 9 Standard Penetration Test (SPT) borings to a depth of 40 feet on the Fairfield pond 2 site, along with installation of 2 piezometers (1 inch diameter PVC) to a depth of roughly 40 feet.
- ▼ Drill up to 3 Standard Penetration Test (SPT) borings to a depth of 40 feet on the Fairfield pond 3 site, along with installation of 1 piezometer (1 inch diameter PVC) to a depth of roughly 40 feet.
- ▼ Drill up to 9 Standard Penetration Test (SPT) borings to a depth of 40 feet on the Herman Street Pit site, along with installation of 2 piezometers (1 inch diameter PVC) to a depth of roughly 40 feet. Three of these borings would be drilled with our truck mounted drilling rig and four to six borings with our tripod mounted drilling rig to access the wooded areas and/or pond bottom. We have included a budget for difficult moving, clearing and hand carrying equipment if needed, as well as moving boring locations if debris is encountered.
- ▼ Drill up to 6 Standard Penetration Test (SPT) borings to a depth of 40 feet on the Herman Street pond site, along with installation of 2 piezometers (1 inch diameter PVC) to a depth of roughly 40 feet.
- ▼ Drill up to 3 Standard Penetration Test (SPT) borings to a depth of 40 feet on the Delano Street pond site, along with installation of 1 piezometer (1 inch diameter PVC) to a depth of roughly 40 feet.

## Exhibit "C"



- ▼ Drill up to 12 Standard Penetration Test (SPT) borings to a depth of 15 feet in the road right of way in the three stormwater drainage pipe sections. Six borings would be drilled in the ROW of North Q Street, two borings in the Fairfield pond 3 to Palafox route, and four in the remaining section. As requested, provide MOT to drill one of these borings noted above in the road at four locations. We plan to close one lane for about 4-5 hours at each location. The roadway asphalt would be cored, the soil boring drilled, and the borehole patched with cold patch or concrete.
- ▼ After installation of the piezometers, a technician would return in a few days and take water level readings. We will need the top of PVC casing elevation at each piezometer to perform our work, and we understand the surveying will be provided by others. Surveying work is not included in this proposal.
- ▼ Obtain up to 4 Shelby tube samples from each of the eight pond sites for laboratory permeability testing.
- ▼ Perform a visual classification and laboratory testing of the soil samples obtained during our exploration. Our proposal includes a budget for basic laboratory testing, such as wash #200 sieve tests and water content tests to evaluate and document basic soil properties. Falling head permeability tests and associated unit weight testing would be performed on the Shelby tube samples.
- ▼ Analyze the test data to develop geotechnical engineering recommendations for the project.

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

- ▼ Existing site characteristics.
- ▼ Exploration, testing, and sampling methods.
- ▼ Subsurface soils encountered and soil classifications.
- ▼ Depth to groundwater at the time of drilling, as well as groundwater readings in the piezometers.
- ▼ A discussion of laboratory test results.
- ▼ Recommendations for dewatering, bedding the pipes, compaction requirements for backfill, comments on reuse of native soils, fill recommendations and repair of pavements as needed.
- ▼ Provide existing pavement thickness at the four core locations.
- ▼ Stormwater pond design recommendations including vertical and horizontal hydraulic conductivities, fillable porosity, and estimated seasonal high groundwater levels. Chimney design recommendations will be provided, if applicable.

LMJ proposes to provide a Phase 1 Environmental Site Assessment (ESA) for each of three noted pond properties. We have assumed the pond properties are one parcel with one owner. A Phase I ESA consists of site observations, a documentary audit, interviews and a report of finding for each property. The work will be performed in general accordance with ASTM E1527-13, and includes an environmental lien search on one parcel per pond site, if needed. If a Phase II ESA is required on any of the properties, LMJ plans to partner with Cameron Cole (a local environmental engineering firm) to complete the work, and Phase II ESA services are not included in this proposal.



## ESTIMATED COSTS & SCHEDULE

An itemized breakdown of our estimated costs is attached as **Figure #1**. We propose to provide the scope of services in this proposal for an estimated cost of **\$73,285.00 to \$85,820.00**. This proposal assumes that the boring locations are accessible with our truck mounted drill rig, we have right of entry to the boring locations, and that we will not experience excessive delays due to debris at borehole locations or for other reasons outside of our control. If such conditions are encountered that may cause the cost of the exploration to exceed the budget figure, we will notify the client and obtain approval for the additional work before proceeding. We plan to invoice monthly, as the work is completed. The time needed to complete the Phase I ESAs and geotechnical exploration for the ponds is estimated to be roughly 4 months. Phase II ESA schedule and cost depends upon the results of the Phase I ESA at each location, and may vary widely.

## AUTHORIZATION

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

**LMJ** appreciates the opportunity to present you with this proposal, and we look forward to working with you on this project. If you have any questions or require any further information, please call us at your convenience.

Sincerely,

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

A handwritten signature in black ink that reads "Terry Niemann". The signature is written in a cursive, flowing style.

Terry Niemann  
Project Manager

Attachments



Figure #1

## Cost Breakdown

**Client: HDR**  
**Project: Delano Area Drainage Project**

Drilling/Field Services		Unit Fee	Est. Qty.	Est. Cost Range	
Mobilization	0-25 Mi	\$375 Ea	1 - 2	375.00	750.00
	26-75 Mi	\$450 Ea			
	76-125 Mi	\$500 Ea			
Standard Penetration Test Borings <b>34-42 @ 40 ft</b> <b>12 @ 15 ft</b>	0-40 Ft	\$13 Ft	1540 - 1860	20,020.00	24,180.00
	41-80 Ft	\$15 Ft			
	81-120 Ft	\$18 Ft			
Tripod Borings <b>4-6 @ 40 ft</b>	0-30 Ft	\$19 Ft	120 - 180	2,280.00	3,420.00
	31-60 Ft	\$21 Ft	40 - 60	840.00	1,260.00
One Inch Dia. Piezometers		\$410 EA	13	5,330.00	5,330.00
FDOT MOT		\$400 EA	4	1,600.00	1,600.00
Core Asphalt in Roadways & Patch		\$75 EA	4	300.00	300.00
Escambia County (1) & FDOT permits (4)		\$150 EA	5	750.00	750.00
NFWFMD Permits		\$130 EA	13	1,690.00	1,690.00
Difficult Moving Time (Clearing, Matting, Hand Carry, Etc.)		\$140 Hr	15 - 20	2,100.00	2,800.00
Obtain Undisturbed/Shelby Tube Sample		\$85 Ea	22 - 32	1,870.00	2,720.00
Engineering Technician (Locate Borings & Clear Utilities)		\$50 Hr	32	1,600.00	1,600.00
Engineering Technician Mileage		\$0.5 Mi			
<b>Drilling/Field Total</b>				<b>\$38,755.00</b>	<b>\$46,400.00</b>

### Laboratory Testing Services

Water Content	\$15 Ea				
Sieve Analysis	\$75 Ea				
Wash #200 Sieve	\$35 Ea				
Atterberg Limits (Inc. Moisture Content)	\$100 Ea				
Permeability & Sieve (Inc. Unit Weight & Moisture)	\$150 Ea	22 - 32		3,300.00	4,800.00
Organic Content	\$50 Ea				
Basic Properties Testing Allowance	Lump Sum			4,000.00	4,500.00
<b>Laboratory Testing Total</b>				<b>\$7,300.00</b>	<b>\$9,300.00</b>

### Engineering Services

Senior Principal Geotechnical Engineer	\$150 Hr	11 - 15		1,650.00	2,250.00
Principal Geotechnical Engineer	\$135 Hr	10		1,350.00	1,350.00
Senior Geotechnical Engineer	\$120 Hr				
Phase I ESA, per property	\$3,900 Ea	3		11,700.00	11,700.00
Project Engineer	\$110 Hr				
Project Manager	\$100 Hr	105 - 125		10,500.00	12,500.00
CAD Technician	\$58 Hr	35 - 40		2,030.00	2,320.00
<b>Engineering Total</b>				<b>\$27,230.00</b>	<b>\$30,120.00</b>

**Total Estimated Cost Range**      **\$73,285.00**      **\$85,820.00**