

THROUGH THESE DOORS WALK ONLY THE FINEST PEOPLE – THE CITIZENS OF ESCAMBIA COUNTY. DECISIONS ARE MADE IN THIS ROOM AFFECTING THE DAILY LIVES OF OUR PEOPLE. DIGNIFIED CONDUCT IS APPRECIATED.

CHAMBER RULES

1. IF YOU WISH TO SPEAK, YOU WILL BE HEARD.
2. YOU MUST SIGN UP TO SPEAK. SIGN-UP SHEETS ARE AVAILABLE AT THE BACK OF THE ROOM.
3. YOU ARE REQUESTED TO KEEP YOUR REMARKS BRIEF AND FACTUAL.
4. BOTH SIDES ON AN ISSUE WILL BE GRANTED UNIFORM/MAXIMUM TIME TO SPEAK.
5. DURING QUASI-JUDICIAL HEARINGS (I.E., REZONINGS), CONDUCT IS VERY FORMAL AND REGULATED BY SUPREME COURT DECISIONS.
6. SEE ORDERLY CONDUCT OF MEETINGS. POLICY.

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA

Board of County Commissioners

Special Meeting – July 27, 2017 – 9:00 a.m.

Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

(PLEASE TURN YOUR CELL PHONE TO THE VIBRATE, SILENCE, OR OFF SETTING)

2. Was the Meeting Properly Advertised?
3. Commissioners' Forum.
4. Are there any items to be added to the agenda?

Recommendation: That the Board adopt the agenda as prepared (**or duly amended**).

5. Discussion Concerning the Proposed Escambia County, Florida, Budget for Fiscal Year 2017/2018

6. Recommendation Concerning the Fiscal Year 2017/2018 Certification of Taxable Value - Stephan Hall, Budget Manger, Management and Budget Services

That the Board take the following action concerning the certification of millage rates and the scheduling of Public Hearings for the Fiscal Year 2017/2018 Budget:

A. Certify the millage rates for Fiscal Year 2017/2018 as follows:

County-wide Operating – 6.6165

Law Enforcement/Sheriff's MSTU (Municipal Services Taxing Unit) – .685

Library MSTU – .359

Once the millage rates listed above have been certified, the millage rate cannot be increased without re-first class noticing the public, the millage rates must be certified by August 4, 2017.

The millage rates for the County-wide Operating, Sheriff's MSTU, and the Library MSTU are unchanged from the previous Fiscal Year 2016/2017;

B. Certify the proposed millage rates at 2.91% above the aggregate rolled back rate;

C. Affirm the Board's intent to maintain the current revenue allocation rate at the 75.0% increment within the Community Redevelopment Agency Tax Increment Financing (CRA TIF) Districts for Fiscal Year 2017/2018;

D. Schedule a Public Hearing on the Fiscal Year 2017/2018 Budget for September 12, 2017, at 5:31 p.m., to be held in the Chambers of the Board of County Commissioners of Escambia County, Florida, located on the first floor of the Ernie Lee Magaha Governmental Building, 221 Palafox Place, Pensacola, Florida; and

E. Schedule a Public Hearing to adopt the Fiscal Year 2017/2018 non-ad valorem special assessment roll at 5:32 p.m., on September 12, 2017, to be held in the Chambers of the Board of County Commissioners of Escambia County, Florida, located on the first floor of the Ernie Lee Magaha Governmental Building, 221 Palafox Place, Pensacola Florida.

7. Recommendation Concerning a Contract Amendment between Escambia County, Florida, and Volkert, Inc., for Professional Engineering Services on Contract PD 15-16.007 Pensacola Beach Congestion Management Plan - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Contract Amendment between Escambia County, Florida, and Volkert, Inc., per the terms and conditions of PD 15-16.007, Pensacola Beach Congestion Management Plan:

A. Approve and authorize the County Administrator to sign the Amendment of Agreement for Professional Consulting Services between Escambia County, Florida, and Volkert, Inc., per the terms and conditions of PD 15-16.007, Pensacola Beach Congestion Management Plan; and

B. Approve a Change Order to PD 15-16.007, Pensacola Beach Congestion Management Plan, for the negotiated amount of \$256,825.00 for Phase II - Additional Parking Areas, and the negotiated amount of \$1,084,857.33 for Phase III – Roundabouts with Pedestrian Underpasses, for a total of \$1,341,682.33. The Change Order will increase the original Contract amount from \$463,227.00 to \$1,804,909.33.

[Funding Source: Fund 352, Local Option Sales Tax (LOST) III, Cost Center 210107, Object Code 56301, Project #15EN3344, "Pensacola Beach Congestion Management Plan." Funds have been allocated in LOST IV, Cost Center 210106 for this project.]

8. Adjourn.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Special BCC Meeting

5.

Meeting Date: 07/27/2017

Issue: Discussion Concerning the Fiscal Year 2017/2018 Escambia County Budget

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

Information

RECOMMENDATION:

Discussion Concerning the Proposed Escambia County, Florida, Budget for Fiscal Year 2017/2018

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Special BCC Meeting

6.

Meeting Date: 07/27/2017

Issue: Fiscal Year 2017/2018 Certification of Taxable Value

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning the Fiscal Year 2017/2018 Certification of Taxable Value -
Stephan Hall, Budget Manger, Management and Budget Services

That the Board take the following action concerning the certification of millage rates and the scheduling of Public Hearings for the Fiscal Year 2017/2018 Budget:

A. Certify the millage rates for Fiscal Year 2017/2018 as follows:

County-wide Operating – 6.6165

Law Enforcement/Sheriff's MSTU (Municipal Services Taxing Unit) – .685

Library MSTU – .359

Once the millage rates listed above have been certified, the millage rate cannot be increased without re-first class noticing the public, the millage rates must be certified by August 4, 2017.

The millage rates for the County-wide Operating, Sheriff's MSTU, and the Library MSTU are unchanged from the previous Fiscal Year 2016/2017;

B. Certify the proposed millage rates at 2.91% above the aggregate rolled back rate;

C. Affirm the Board's intent to maintain the current revenue allocation rate at the 75.0% increment within the Community Redevelopment Agency Tax Increment Financing (CRA TIF) Districts for Fiscal Year 2017/2018;

D. Schedule a Public Hearing on the Fiscal Year 2017/2018 Budget for September 12, 2017, at 5:31 p.m., to be held in the Chambers of the Board of County Commissioners of Escambia County, Florida, located on the first floor of the Ernie Lee Magaha Governmental Building, 221 Palafox Place, Pensacola, Florida; and

E. Schedule a Public Hearing to adopt the Fiscal Year 2017/2018 non-ad valorem special assessment roll at 5:32 p.m., on September 12, 2017, to be held in the Chambers of the Board of County Commissioners of Escambia County, Florida, located on the first floor of the Ernie Lee Magaha Governmental Building, 221 Palafox Place, Pensacola Florida.

BACKGROUND:

Florida Statutes 200.065 requires Counties to certify to the Property Appraiser the proposed millage rate, roll back rate and the date, time and place of the first public hearing to adopt the budget. The Property Appraiser will then use this data to mail to all affected property owners in the County their estimated property taxes for the coming year and notify them of the public hearing to adopt the budget and these tax rates.

Maintain the current revenue allocation rate at the 75.0% increment within the Community Redevelopment Agency Tax Increment Financing (CRA TIF) Districts for Fiscal Year 2017/2018.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Special BCC Meeting

7.

Meeting Date: 07/27/2017

Issue: Contract Amendment - PD 15-16.007 Pensacola Beach Congestion Management Plan

From: Joy D. Blackmon, P.E., Director

Organization: Public Works

CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning a Contract Amendment between Escambia County, Florida, and Volkert, Inc., for Professional Engineering Services on Contract PD 15-16.007 Pensacola Beach Congestion Management Plan - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Contract Amendment between Escambia County, Florida, and Volkert, Inc., per the terms and conditions of PD 15-16.007, Pensacola Beach Congestion Management Plan:

A. Approve and authorize the County Administrator to sign the Amendment of Agreement for Professional Consulting Services between Escambia County, Florida, and Volkert, Inc., per the terms and conditions of PD 15-16.007, Pensacola Beach Congestion Management Plan; and

B. Approve a Change Order to PD 15-16.007, Pensacola Beach Congestion Management Plan, for the negotiated amount of \$256,825.00 for Phase II - Additional Parking Areas, and the negotiated amount of \$1,084,857.33 for Phase III – Roundabouts with Pedestrian Underpasses, for a total of \$1,341,682.33. The Change Order will increase the original Contract amount from \$463,227.00 to \$1,804,909.33.

[Funding Source: Fund 352, Local Option Sales Tax (LOST) III, Cost Center 210107, Object Code 56301, Project #15EN3344, "Pensacola Beach Congestion Management Plan." Funds have been allocated in LOST IV, Cost Center 210106 for this project.]

BACKGROUND:

Meeting in regular session on February 18, 2016, the Board awarded an Agreement between Escambia County, Florida and Volkert, Inc. for Contract PD 15-16.007, Pensacola Beach Congestion Management Plan (CMP), in the amount of \$463,227.00. The Board, at its regular meeting on May 30, 2017, reviewed and approved the CMP and gave direction to staff supporting Alternative C: Roundabouts with Pedestrian Underpasses as the long-term congestion relief option for the Island.

At its regular meeting on June 22, 2017, the Board approved the entire LOST IV discretionary allotment for Commission District 4 (totaling \$10M) to be dedicated to the design and implementation of Phases II and III, with the understanding that an additional \$10M will be needed to fully implement both phases.

Meeting in regular session on July 6, 2017, the Board directed staff to prepare a Contract Amendment between the County and Volkert to begin the professional engineering (design) phases for both Phases II and III, and to present the Amendment with a respective Change Order at the next available board meeting. Attached herein is the draft Contract Amendment with the negotiated scope of services and fee proposals for Volkert.

This Change Order will increase the previously agreed upon contract amount of \$463,227.00 by \$1,341,682.33, to \$1,804,909.33, to include the design services for Phases II and III.

BUDGETARY IMPACT:

Funding Source: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #15EN3344, "Pensacola Beach Congestion Management Plan." Funds have been allocated in LOST IV, Cost Center 210106 for this project.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved the Contract Amendment.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval and proper filing of this Contract Amendment, Escambia County Public Works staff will provide a copy of the executed contract to Volkert, Inc. Once the Purchase Order/Change Order is created, Public Works staff will issue a Notice to Proceed to Volkert, Inc.

Attachments

Amendment

BCC Action 021816

BCC Action 062217

Phase 2 -Scope & Fee Proposal Revised

Phase 3-Scope & Fee Proposal Revised

**AMENDMENT OF AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES (PD 15-16.007)**

THIS AMENDMENT is made and entered into, by and between Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and Volkert, Inc., a foreign for-profit corporation authorized to transact business in the State of Florida, FEI/EIN Number 63-0247014, whose principal address is 3809 Moffett Road, Mobile, AL 36618, and whose local address is 6601 North Davis Highway, Suite 53, Pensacola, FL 32504 (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, on February 22, 2016, the County previously entered into an Agreement for Professional Consulting Services with Consultant for tasks outlined in Escambia County's Request for Letters of Interest (PD 15-16.007) to provide a traffic congestion management plan for Pensacola Beach; and

WHEREAS, the parties have agreed to include additional services relating to Phase II and Phase II of the Project, which were previously outlined in the original scope of work; and

WHEREAS, pursuant to paragraph 6.1 of the Agreement, additional services or other changes in the scope of work must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to the initiation of any additional work; and

WHEREAS, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the Parties agree to amend the Agreement as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. **Exhibit "A"** to the Agreement, as referenced in Article 3 of the Agreement, is hereby amended to reflect that the Scope of Work shall include Phase II, Parking Lot Additions Design services as set forth in **Exhibit A-1**, attached hereto and incorporated herein, and Phase III, Alternative C, Roadway Design and Old Visitors Center Parking Area services as set forth in **Exhibit A-2**, attached hereto and incorporated herein.
3. **Exhibit "B"** to the Agreement, as referenced in Article 4, is hereby amended to reflect that the schedule for completion of Phase II services set forth in Exhibit A-1 shall be six (6) months from the date of the County's Notice to Proceed for Phase II. The schedule for completion of all Phase III services set forth in Exhibit A-2 shall be ten (10) months from the date of the County's Notice to Proceed for Phase III.
4. **Exhibit "C"** to the Agreement, as referenced in Article 5 of the Agreement, is hereby amended to reflect that the fee schedule shall include fees for Phase II, Parking Lot Additions Design services as enumerated in **Exhibit C-1**, attached hereto and incorporated herein, and fees

for Phase III, Alternative C, Roadway Design and Old Visitors Center Parking Area services as enumerated in **Exhibit C-2**, attached hereto and incorporated herein.

5. Paragraph 5.1 of the Agreement relating to "Compensation" is hereby amended to reflect that the Consultant shall be compensated for Phase II services provided in **Exhibit A-1** in a total amount not to exceed \$256,825.00, and for Phase III services provided in **Exhibit A-2** in a total amount not to exceed \$1,084,857.33.

6. Paragraph 9.3 of the Agreement relating to "Records" is hereby amended as follows:
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

7. The parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.
8. The effective date of this Amendment shall be on the date last executed by the parties.
9. The Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature:

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

Witness

By: _____
Jack R. Brown, County Administrator

Witness

Date: _____

Approved as to form and legal
sufficiency

By/Title: _____

Date: 7/18/17

BCC Approved: _____

CONSULTANT: VOLKERT INC.

Corporate Secretary

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

(SEAL)

Date: _____



Volkert, Inc.

6601 N. Davis Highway
Suite 53
Pensacola, FL 32504

Office 850.477.7485
Fax 850.477.7517
volkert@volkert.com

www.volkert.com

July 17, 2017

Mr. David Forte, Division Manager
Transportation and Traffic Ops Division
Escambia County
Public Works Department
3363 West Park Place
Pensacola, FL 32505

**Re: Pensacola Beach Congestion Management Plan- Supplement #1-
Phase II- Parking Lot Additions- Scope of Services and Fee Proposal- Revised
Escambia County Contract # PD 15-16.007 / PO161017**

Dear Mr. Forte,

Volkert, Inc. is pleased to provide the included professional services scope of work for the Pensacola Beach Congestion Management Plan- Parking Lot Additions Project. In accordance with the Escambia County BOCC recommendations we will be providing survey, geotechnical, GPR, design, permitting and Limited Construction oversight for the Casino Beach Parking Area and Parking Area near the Fire Station.

The Scope of Services will include the following:

Task 1- Surveying Services:

Surveying Services:

- Provide Boundary, Topographic and Location Survey of the existing parcels for the proposed parking lots additions including existing buildings, trees, utilities, above ground improvements, adjacent roadways, driveways, GPR locations, etc. Topographic Survey to be in Accordance State Plane Coordinates,

NAVD 88 Elevation Data and in accordance with the Escambia County Guidelines and the Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers

- Surveyor to provide review copy for submittal prior to Engineering Design
- Surveyor to verify control points in place prior to start of construction
- All work to be completed in accordance Pittman Glaze proposal dated June 17, 2017

Deliverables:

- Signed and Sealed Topographical/Location Survey- All items to be provided in Electronic (.pdf) and 2 Hard Copies.

Office Locations:

Birmingham, Foley, Mobile, Montgomery, Alabama • Chipley, Ft. Myers, Gainesville, Orlando, Pensacola, Panama City, Tampa, Florida • Atlanta, Georgia • Collinsville, Wheaton, Illinois • Baton Rouge, New Orleans, Shreveport, Slidell, Louisiana Jackson, Mississippi • Raleigh, Wilmington, North Carolina • Harrisburg, Pennsylvania • Chattanooga, Nashville, Tennessee Austin, Dallas-Ft. Worth, Houston, Texas • Alexandria, Chesapeake, Virginia • Washington, D.C.





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Task 2- Geotechnical Services:

Geotechnical Services:

- Parking Area near Fire Station Complete 16 Auger Borings (up to 160 LF of drilling)
Parking Area near Sheriff's Substation- Complete 20 Auger Borings (up to 200 LF of drilling)
- GPR Services for the Entrance Points for Parking Areas and Trolley Turn-off
- Water table determination- Including at High-tide and Low-Tide
- Site cleanup (i.e. backfilling of boreholes with soil cuttings and patching the asphalt)
- Laboratory analysis to include limited classification tests, moisture content and permeability tests
- Engineering evaluation and reporting for pavement buildup and light pole foundations
- All work to be completed in accordance NOVA proposal dated June 17, 2017

Deliverables:

- Signed and Sealed Copy of Final Geotechnical Report- All items to be provided in Electronic (.pdf) and 2 Hard Copies.

Task 3- Civil Design Services for Casino Beach Parking Area:

Engineering Services:

- Coordination with Escambia County Staff and NFWFMD
- Field Reviews of Existing Site Conditions
- Sub-Consultant Oversight and coordination
- Green Infrastructure Coordination/Oversight
- Base substitution request to Escambia County Engineer
- Complete Plans and Specifications for Parking Area in general accordance with the proposed Parking area Sketch and Rendering- 60%, 90% and 100%.
- Plan Reviews with County Staff, Pensacola Beach Sheriff and SRIA for Each Submittal including cursory review meeting prior to submittals- 60%, 90% and 100%
- Schedule updates at each submittal- 60%, 90% and 100%
- Cost Estimates in accordance with the latest Escambia County Pricing Agreement and FDOT average-initial draft at 60%, final draft at 90% and final at 100%.
- Provide Complete Parking Lot Lighting Design in accordance with included Lighting Design SOW
- Utility Coordination in accordance with the Latest Escambia County requirements
- Prepare Bid Documents, as required, in accordance with Escambia County Requirements
- Attend one (1) pre-bid meeting with Escambia County Engineering and Purchasing Departments
- Respond to all RFI's and issue any addendums throughout the Bid Process
- Attend one (1) bid opening meeting with Escambia County Engineering and Purchasing Departments
- Tabulate Bids and make recommendation to Escambia County for apparent low bidder
- Attend one (1) Preconstruction Conference with Escambia County Staff and the selected Contractor

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- Provide Limited Administration Services to address issues with design, unforeseen conditions, monitor construction and as-built inspections
- Prepare As-Built Certification based on Contractor provided redlines, post construction meetings and inspections

Deliverables:

- **60% Submittal:** Signed and Sealed Topographical Survey, Signed and Sealed Copy of the Geotechnical Report, 60% Plans which include preliminary Key Sheet/General Notes/Existing Area/Demo Drawings/Draft of Proposed Area Improvements/Details/SWPPP/Cross Sections Summary of Pay Items/Details/Summary of Quantities - All items to be provided in Electronic(.pdf) and 2 Hard Copies. Initial Draft Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- **90% Submittal-** 90% Plans which include Key Sheet/General Notes/ Existing Parking Area/Demo Drawings/Proposed Area Improvements /Summary of Pay Items/Details/Summary of Quantities/Cross Sections, response to received comments - 2 Hard Copies, 1 electronic copy (original format and .pdf) Final Draft Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- **100% Submittal-** 100% Plans which include Key Sheet/General Notes/ Existing Parking Area/Demo Drawings/Proposed Area Improvements /Summary of Pay Items/Details/Summary of Quantities/Cross Sections, response to received comments - 2 Hard Copies, 1 electronic copy (original format and .pdf) Final Cost Estimate - 1 Hard Copy, 1 electronic copy (original format and .pdf) Bid Documents in accordance Escambia County requirements- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- **As-Built/Closeout-** As-Built Certification based on Contractor provided redlines, post construction meetings and inspections - 2 Hard Copies, 1 electronic copy (original format and .pdf)

Environmental Services:

- Provide Environmental Permitting in accordance with included Environmental Proposal 17-P0605

Landscape Architecture Services:

- Provide Landscape Architecture Services in accordance proposal from Jerry Pate Design dated June 12, 2017

Task 4- Civil Design Services for Parking Area near Fire Station:

Engineering Services:

- Coordination with Escambia County Staff and NFWMD
- Field Reviews of Existing Site Conditions
- Sub-Consultant Oversight and coordination
- Green Infrastructure Coordination/Oversight
- Base substitution request to Escambia County Engineer
- Complete Plans and Specifications for Parking Area in general accordance with the proposed Parking area Sketch and Rendering- 60%, 90% and 100%.
- Plan Reviews with County Staff, Pensacola Beach Sheriff and SRIA for Each Submittal including cursory review meeting prior to submittals- 60%, 90% and 100%

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- Schedule updates at each submittal- 60%, 90% and 100%
- Cost Estimates in accordance with the latest Escambia County Pricing Agreement and FDOT average-initial draft at 60%, final draft at 90% and final at 100%.
- Provide Complete Parking Lot Lighting Design in accordance with included Lighting Design SOW
- Utility Coordination in accordance with the Latest Escambia County requirements
- Prepare Bid Documents, as required, in accordance with Escambia County Requirements
- Attend one (1) pre-bid meeting with Escambia County Engineering and Purchasing Departments
- Respond to all RFI's and issue any addendums throughout the Bid Process
- Attend one (1) bid opening meeting with Escambia County Engineering and Purchasing Departments
- Tabulate Bids and make recommendation to Escambia County for apparent low bidder
- Attend one (1) Preconstruction Conference with Escambia County Staff and the selected Contractor
- Provide Limited Administration Services to address issues with design, unforeseen conditions, monitor construction and as-built inspections
- Prepare As-Built Certification based on Contractor provided redlines, post construction meetings and inspections

Deliverables:

- **60% Submittal:** Signed and Sealed Topographical Survey, Signed and Sealed Copy of the Geotechnical Report, 60% Plans which include preliminary Key Sheet/General Notes/Existing Area/Demo Drawings/Draft of Proposed Area Improvements/Details/SWPPP/Cross Sections Summary of Pay Items/Details/Summary of Quantities, response to received comments - All items to be provided in Electronic(.pdf) and 2 Hard Copies.
Initial Draft Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)
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Final Draft Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- **100% Submittal-** 100% Plans which include Key Sheet/General Notes/ Existing Parking Area/Demo Drawings/Proposed Area Improvements /Summary of Pay Items/Details/Summary of Quantities/Cross Sections, response to received comments - 2 Hard Copies, 1 electronic copy (original format and .pdf)
Final Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)
Bid Documents in accordance Escambia County requirements- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- **As-Built/Closeout-** As-Built Certification based on Contractor provided redlines, post construction meetings and inspections - 2 Hard Copies, 1 electronic copy (original format and .pdf)

Environmental Services:

- Provide Environmental Permitting in accordance with included Environmental Proposal 17-P0603

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Jackson, Mississippi • Raleigh, Wilmington, North Carolina • Harrisburg, Pennsylvania • Chattanooga, Nashville, Tennessee
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6601 N. Davis Highway
Suite 53
Pensacola, FL 32504

Office 850.477.7485
Fax 850.477.7517
volkert@volkert.com

www.volkert.com

Landscape Architecture Services:

- Provide Landscape Architecture Services in accordance proposal from Jerry Pate Design dated June 12, 2017

Fees: In accordance with included man-hour fee proposal.

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

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

Sincerely,



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

Office Locations:

Birmingham, Foley, Mobile, Montgomery, Alabama • Chipley, Ft. Myers, Gainesville, Orlando, Pensacola, Panama City, Tampa, Florida • Atlanta, Georgia • Collinsville, Wheaton, Illinois • Baton Rouge, New Orleans, Shreveport, Slidell, Louisiana
Jackson, Mississippi • Raleigh, Wilmington, North Carolina • Harrisburg, Pennsylvania • Chattanooga, Nashville, Tennessee
Austin, Dallas-Ft. Worth, Houston, Texas • Alexandria, Chesapeake, Virginia • Washington, D.C.



**PITTMAN,
GLAZE AND
ASSOCIATES, INC.**



LAND SURVEYORS

Providing Professional Surveying Services Since 1976
Licensed in Florida and Alabama

July 17, 2017

Mike Warnke
Volkert, Inc.
(850) 512-8935

Ref: Pensacola Beach Parking Lot Additions

Dear Mr. Warnke:

In response to your request for an estimate to supply surveying services for the referenced project, we submit the following:

Scope of Work – Site 1 - Area near Fire Station
Boundary - topo - adjacent improvements - topo to centerline of Via Deluna

<u>Field Work</u>	<u>Hours</u>	<u>Cost</u>
1. Horizontal Control	5 hrs.	
2. GPS	2 hrs.	
3. Vertical Control (NAVD 88)	2 hrs.	
4. Locate improvements	6 hrs.	
5. Topo shots (50' grid)	10 hrs.	
6. Verify control before construction	<u>4 hrs.</u>	
Total Field Crew	29 hrs.	\$4,060.00
<u>Office Work</u>	<u>Hours</u>	<u>Cost</u>
1. Drafting/calculations/research	10 hrs.	\$650.00
2. Professional Land Surveyor/Supervision	5 hrs.	<u>\$475.00</u>
Subtotal		\$5,185.00

Scope of Work – Site 2 – Casino Beach Parking Area
Approximate Boundary - topo - adjacent improvements - topo to centerline of Via Deluna

<u>Field Work</u>	<u>Hours</u>	<u>Cost</u>
1. Horizontal Control	5 hrs.	
2. GPS	2 hrs.	
3. Vertical Control (NAVD 88)	2 hrs.	
4. Locate improvements	3 hrs.	
5. Topo shots (50' grid)	6 hrs.	
6. Verify control before construction	<u>4 hrs.</u>	
Total Field Crew	22 hrs.	\$3,080.00
<u>Office Work</u>	<u>Hours</u>	<u>Cost</u>
1. Drafting/calculations/research	8 hrs.	\$520.00
2. Professional Land Surveyor/Supervision	5 hrs.	<u>\$475.00</u>
Subtotal		\$4,075.00

PITTMAN, GLAZE AND ASSOCIATES, INC. LAND SURVEYORS



Providing Professional Surveying Services Since 1976
Licensed in Florida and Alabama

Scope of Work – Site 3 – Old Visitor Center Area
Approximate Boundary - topo - adjacent improvements - topo to centerline of adjacent roads

<u>Field Work</u>	<u>Hours</u>	<u>Cost</u>
1. Horizontal Control	4 hrs.	
2. GPS	1 hrs.	
3. Vertical Control (NAVD 88)	2 hrs.	
4. Locate improvements	3 hrs.	
5. Topo shots (50' grid)	6 hrs.	
6. Verify control before construction	<u>2 hrs.</u>	
Total Field Crew	18 hrs.	\$2,520.00
<u>Office Work</u>	<u>Hours</u>	<u>Cost</u>
1. Drafting/calculations/research	6 hrs.	\$390.00
2. Professional Land Surveyor/Supervision	3 hrs.	<u>\$285.00</u>
Subtotal		\$3,195.00
Grand Total		\$12,455.00

We appreciate this opportunity to present this proposal to you and we would look forward to working with you on the project. If you have any questions, please don't hesitate to call me.

Thank you,

David D. Glaze, P. S. M.

DDG/bo

To accept proposal and execute notice to proceed please sign, date, and return. _____

Signature and Date

***Surveyor not responsible for acquiring underground utility location, but will locate all utilities flagged by clients' representatives**

TERMS: Net tenth of month following purchase, unless specified otherwise. All accounts 30 days past due will be subjected to a monthly service charge of one and one half percent, with a minimum of \$0.50 until paid. This represents an annual percentage interest rate of eighteen percent.

✦ 5700 N. Davis Hwy., Ste. 3, Pensacola, FL 32503 ✦ ph (850) 434-6666 ✦ fx (850) 434-6661 ✦
✦ www.pittmanglaze.com ✦ email: pgsurvey@bellsouth.net ✦



July 17, 2017

Mr. Mike Warnke, P.E.
Volkert, Inc.
651 East Burgess Road, Suite 52
Pensacola, Florida 32504

Subject: Proposal to Perform a Subsurface Exploration and Geotechnical Engineering Services
Pensacola Beach Congestion Management Plan – Project 2g
Pensacola Beach, Escambia County, Florida
NOVA Proposal Number 016-20170214r3

Dear Mr. Warnke,

NOVA Engineering and Environmental LLC (NOVA) appreciates the opportunity to submit this proposal to conduct the requested geotechnical explorations for the additional parking lots (Project 2g) in Pensacola Beach – Escambia County, Florida. This proposal contains our understanding of the project, our approach to the exploration, and our fee estimate and schedule.

SITE AND PROJECT INFORMATION

Our understanding of the proposed development is based on:

- Recent conversations and email exchanges with the client; and
- Review of aerial photography via internet based GIS software, and review of readily available USGS Soil Survey data, also obtained from the internet.

We understand that a portion of the Pensacola Beach Congestion Management Plan includes adding new parking lots at three (3) locations along Via De Luna Drive and Fort Pickens Road.

Please note; this exploration is limited to the high mast lighting foundation and pavement section design aspects of the planned improvements project; hence, additional information regarding overall project development is not relevant.

PROPOSED SCOPE OF SERVICES

Our proposed scope of services is designed to evaluate the aforementioned parking lot additions to assess the subsurface conditions as they pertain to the presence of organic materials, loose or otherwise unsuitable soils, and groundwater. We anticipate that continuously sampled auger boring data will be sufficient to evaluate the subsurface conditions at each proposed parking lot area, and SPT borings will be sufficient to analyze the lighting foundations.

All drilling, sampling and testing on this project will be conducted in general accordance with ASTM procedures or other applicable standards and practices. We will not perform additional services without your prior approval.

- **Proposed Field Exploration**

Based on our experience, we recommend performing the following field services to evaluate the subsurface conditions present:

Via De Luna Drive near Avenue 17

- Perform eight (8), 5-foot deep auger borings within the proposed parking lot footprint.
- Perform eight (8), 15-foot deep SPT borings within the proposed lighting mast assemblies (borings to be completed at 60% submittal).
- Perform GPR scanning for a 25'x50' area at two (2) entrance drives off Via De Luna Drive.

Fort Pickens Road near Sheriff Substation

- Perform ten (10), 5-foot deep auger borings within the proposed parking lot footprint.
- Perform ten (10), 15-foot deep SPT borings within the proposed lighting mast assemblies (borings to be completed at 60% submittal).
- Perform GPR scanning for a 25'x50' area at two (2) entrance drives off Fort Pickens Road.

Via De Luna Drive at Old Visitor Center

- Perform two (2), 5-foot deep auger borings within the proposed parking lot footprint.
- Perform two (2), 15-foot deep SPT borings within the proposed lighting mast assemblies (borings to be completed at 60% submittal).

- **Laboratory Testing**

Our proposed laboratory-testing program will include visual classification of the soil samples collected during the drilling process in accordance with the Unified Soil Classification System (USCS) and ASTM standards. Laboratory testing will also include limited classification tests (up to 12 fines content tests, 12 natural moisture content determinations and 3 LBR tests) of representative soils.

In accordance with the attached General Terms and Conditions, soil samples will be disposed of 30-days after submittal of the final report, unless requested otherwise by the client.

- **Evaluation and Report**

Upon completion of the field exploration, we will evaluate the data obtained and prepare a written report for the site summarizing the findings, along with our conclusions and recommendations. We will keep you informed of our progress and findings throughout the course of the exploration.

If poor or unanticipated subsurface conditions are encountered, we will contact you to develop a revised scope for our services prior to proceeding. A professional engineer registered in the State of Florida will prepare the report.

Our written report will include the following:

- A description of the site, fieldwork, laboratory testing and general soil conditions encountered, as well as a Boring Location Plan, and individual Test Boring Records.
- Site preparation considerations that include geotechnical discussions regarding site stripping and subgrade preparation, and engineered fill/backfill placement.
- Recommendations for controlling groundwater and/or run-off during construction, and the need for permanent dewatering systems based on the anticipated post construction groundwater levels.
- Recommendations for subgrade preparation in the proposed parking lot areas.
- Foundation recommendations for the proposed high mast lighting (borings to be completed and report updated at 60% submittal).
- A recommended flexible pavement section based on provided or assumed traffic loadings.
- GPR scan results (including maps showing approximate locations of subsurface utilities).
- Suitability of on-site soils for re-use as structural fill and backfill. Additionally, the criteria for suitable fill materials will be provided.
- Recommended quality control measures (i.e. sampling, testing, and inspection requirements) for site grading, high mast lighting foundation, and pavement section construction.

NOVA will inform you of any obvious odors or materials seen during completion of our study. However, the assessment of site environmental conditions, the detection of pollutants in the soil, rock or groundwater, or laboratory-testing of samples, wetlands evaluation, or a site-specific seismic study are beyond the scope of this exploration. However, if requested, NOVA can also provide these services.

SITE UTILITIES

Prior to beginning field activities, NOVA will contact the underground locator service. They require 72 hours' notice to mark utilities along roadway right of ways adjacent to the sites. Beyond normal due-diligence and working with the owner's personnel, we cannot be responsible for encountering utilities.

Please note that NOVA has assumed that any permits for access, land and/or wetlands disturbance, tree cutting, etc. will be obtained by the **CLIENT** prior to our mobilization on site. Additionally, boreholes will be backfilled after completion with soil cuttings from the drilling process, and some future subsidence of the boreholes should be anticipated. No site restoration is planned and no monies have been budgeted for such. If NOVA is responsible for site clearing to access specific boring locations, any aforementioned permits, fees, site restoration, etc. are assumed to be our Client's responsibility unless we are specifically made aware of such at the time of authorization, which will result in adjustments in our budget and schedule.

COMPENSATION

The fee for our proposed scope of services will be as noted below:

- ◆ **Via De Luna Drive near Avenue 17:** Complete 16 soil test borings (up to 160 LF of drilling), Site cleanup (i.e. backfilling of boreholes with soil cuttings), Laboratory testing, Engineering evaluation and Reporting, GPR Scan Results.....**\$ 5,250 Lump Sum**

- ◆ **Fort Pickens Road near Sheriff Substation:** Complete 20 soil test borings (up to 200 LF of drilling), Site cleanup (i.e. backfilling of boreholes with soil cuttings), Laboratory testing, Engineering evaluation and Reporting, GPR Scan Results.....**\$ 6,250 Lump Sum**

- ~~◆ **Via De Luna Drive at Old Visitor Center:** Complete 4 soil test borings (up to 40 LF of drilling), Site cleanup (i.e. backfilling of boreholes with soil cuttings), Laboratory testing, Engineering evaluation and Reporting**\$ 1,900 Lump Sum**~~

- ◆ **TOTAL IF ALL WORK IS COMPLETED UNDER ONE REPORT****\$11,950 Lump Sum**

The noted cost includes the electronic submittal of the written reports to our client, or to other parties specified by you. If requested, we will submit up to two "hard copies" of each report to you as well. Final costs will be based on the actual completed scope of work (if adjustments are required) and the NOVA geotechnical unit rate schedule. We will not exceed the authorized budget without prior approval.

SCHEDULE AND AUTHORIZATION

Based upon our current schedule, we can begin work on the project immediately after receiving written authorization to proceed. Our field team can likely mobilize to the site within a few days of the utility locates being completed. We anticipate that fieldwork will take approximately 1-2 days to complete. We will provide verbal findings as the field data is gathered and evaluated. The final report will be submitted within 1 week of completion of the lab work. If the report is needed sooner, NOVA will make every reasonable effort to accommodate your schedule.

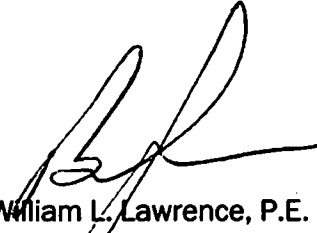
To formalize the agreement between us, please execute a copy of the attached Professional Services Agreement and return it to us. The attached NOVA General Terms and Conditions will govern the work described in this proposal. Please note that the final report cannot be issued without formal, written authorization.

Again, we thank you for the opportunity to submit this proposal and look forward to working with you. In the meantime, please contact us if you have any questions or if we may be of further service.

Sincerely,
NOVA ENGINEERING & ENVIRONMENTAL LLC



Jesse James, E.I.
Staff Engineer



William L. Lawrence, P.E.
Branch Manager

Attachments: Professional Services Agreement
Schedule of Fees - Geotechnical Services
General Terms & Conditions

NOVA

Professional Services Agreement

Date: July 17 2017	Proposal Number: 016-20170214r3
PROJECT NAME AND ADDRESS: PBCMP – PROJECT 2G Pensacola Beach, Escambia County, Florida	CLIENT NAME AND ADDRESS: Volkert, Inc. 651 East Burgess Road, Suite 52 Pensacola, Florida 32504 Attn: Mr. Mike Warnke, P.E. Email: mike.warnke@volkert.com Phone: (850) 512-8935 Fax:
Geotechnical Services (reference Scope of Work included herein)	
<u>Accepted</u>	
Via De Luna Drive near Avenue 17 – Lump Sum	\$ 5,250 <input type="checkbox"/>
Fort Pickens Road near Sheriff's Substation – Lump Sum.....	\$ 6,250 <input type="checkbox"/>
Via De Luna Drive at Old Visitor Center – Lump Sum	\$ 1,900 <input type="checkbox"/>
All Referenced Work Herein Completed Under One Report –Lump Sum.....	\$ 11,950 <input type="checkbox"/>
Note: The costs for additional, requested and/or authorized services will be invoiced in accordance with the attached Geotechnical Services Schedule of Fees.	

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

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

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

GEOTECHNICAL SERVICES 2017 SCHEDULE OF FEES

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

Geotechnical Aide	per hour	\$ 78.00
Staff Engineer	per hour	\$ 88.00
Project Engineer and/or P.E.	per hour	\$ 100.00
Senior Engineer, P.E.	per hour	\$ 140.00
Chief Engineer, P.E.	per hour	\$ 170.00
Principal Materials Consultant	per hour	\$ 170.00

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

Mobilization	lump sum	\$ 500.00
Soil Test borings (n<50 bpf)	per foot	\$ 12.50
<i>Borings deeper than 50 feet will have a \$2.50 per foot surcharge</i>		
Casing (where required) less than 50 feet	per foot	\$ 7.00
Undisturbed Sampling	each	\$ 175.00
Extra Split-spoon samples	each	\$ 45.00
Difficult Moving or Standby	per hour	\$ 225.00
Clearing: light clearing performed by drill crew	per hour	\$ 225.00

LABORATORY *For laboratory testing of selected soil samples.*

Atterberg Limits Test	per test	\$ 75.00
Natural Moisture Content	per test	\$ 15.00
Organic Content	per test	\$ 75.00
Standard Proctor	per test	\$ 125.00
Modified Proctor	per test	\$ 145.00
Limerock Bearing Ratio (LBR) Test	per test	\$ 425.00
Grain Size Analysis	per test	\$ 100.00
Percent Fine than No. 200 sieve	per test	\$ 65.00
Constant/Falling Head Permeability Testing	per test	\$ 250.00
Resistivity, Chloride/Sulfate & pH (Corrosion)	per test	\$ 225.00
Triaxial Shear Testing (3 point CU)	per test	\$ 950.00

OTHER *For other job-related expenses.*

Clerical/Drafting	per hour	\$ 58.00
Vehicle Trip Charge	per mile	\$ 0.60
Misc. Direct Expenses/Supplies		Cost plus 20%

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

**140-A Lurton Street
Pensacola, Florida 32505
850.607.7782**

**17612 Ashley Drive
Panama City Beach, Florida 32413
850.249.6682
850.249.6683 (Fax)**

**1630-C Old Bainbridge Road
Tallahassee, Florida 32303
850.421.6682**

NOVA

**AAR[®]
AASHTO R1B**

NOVA Engineering and Environmental LLC
GENERAL TERMS AND CONDITIONS

1. SCOPE OF WORK

NOVA Engineering and Environmental LLC (NOVA) shall perform the services limited to and specifically defined in this Agreement (including any Project Specific condition attached hereto) and shall invoice the Client in accordance with the compensation section of this Agreement. Any estimate of cost to the Client as stated in this Agreement or any of the accompanying schedules shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this Agreement). NOVA will provide additional services under this Agreement as requested by the Client in writing subject to acceptance by NOVA. Client will be invoiced for additional services at NOVA's standard rates or as mutually agreed upon, including but not limited to, re-reviews, re-inspections, re-tests, stand-by time, scope changes, services outside normal business hours or services provided beyond the estimated project duration. To the extent these General Terms and Conditions are part of a proposal for services, the proposal shall be valid for ninety (90) days unless otherwise stated. Once a proposal is accepted, these General Terms and Conditions shall apply to all services performed and shall survive any termination of the Agreement or completion of services.

Notwithstanding any other provision of this Agreement or any other agreement entered into by NOVA with respect to the Project, NOVA shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by NOVA (if any).

The review of contractor submittals (for example, shop drawings or project samples) is not included in NOVA's Scope of Services unless specifically set forth in this Agreement. If such services are to be provided, the review is conducted only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction drawings and specifications prepared by NOVA (or by others if so set forth in the Agreement) and is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor to the extent required by its contract. NOVA's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. NOVA's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the drawings, specifications and other documents applicable to the contractor's obligations, NOVA shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the drawings, specifications and other documents prepared by NOVA.

Neither site visits for any purpose nor the observation by NOVA of any contractor's work are included in NOVA's scope of services unless specifically set forth in this Agreement. If NOVA is engaged to visit the site and conduct observations of a contractor's work, NOVA shall provide such services at the intervals agreed with Client in writing (or if no such interval is agreed upon in writing, then at such intervals as NOVA deems appropriate given any budgetary constraints imposed by Client), subject to any limitations on the number of such visits set forth in this Agreement. The general purpose of such observations is to become generally familiar with the progress and quality of the construction work as described in the drawings, specifications or other documents specifically identified in this Agreement and to determine, in general, if such construction work is proceeding in accordance with such drawings, specifications or other identified documents. NOVA shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such construction work. On the basis of such on-site observations as an engineer, NOVA shall keep Client informed of the progress and quality of such construction work and shall endeavor to guard the Client against defects and deficiencies in such work of contractor.

2. RIGHT OF ENTRY

The Client, at its sole cost and expense, will provide for reasonable right of entry of NOVA personnel to perform the scope of work and all necessary equipment to the project site or sites, in order to complete the work.

3. INVOICES

NOVA will submit invoices to Client monthly and a final bill upon completion of services. There shall be no retainage, unless otherwise agreed upon in the Agreement. NOVA shall furnish insurance certificates, lien waivers, affidavits or other reasonably available documents as and when requested by Client provided all amounts due to NOVA have been paid.

Payment is due within thirty (30) days after the receipt of invoice. Interest charges will start to accrue forty-five (45) days from the invoice date. Client agrees to pay an interest charge equal to the lesser of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts. NOVA shall be entitled to recover any and all costs incurred, including attorneys' fees ("Collection Costs") in connection with its efforts to collect past due sums. The minimum amount of such Collection Costs is agreed to be the lesser of (1) ten percent (10%) of the past due amount or (2) the maximum amount allowed by law. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client. The Client agrees to pay NOVA for its services in accordance with this Agreement, regardless of whether or not he has been paid by his client.

In the event that the Client disputes any items billed in an invoice, the Client shall notify NOVA within ten (10) days specifying the complaint and, in the meantime, all amounts to which there is not a reasonable and good faith dispute to payment shall be paid promptly. Any dispute not raised within such ten (10) day period is waived. The Client's failure to make timely payment due under this Agreement in accordance with the terms of this Agreement shall constitute a material breach of this Agreement and NOVA shall be entitled, upon seven (7) days written notice to Client to terminate this Agreement or, at its option, suspend its performance until all sums then due under this Agreement have been paid.

If NOVA is called upon by Client, or subpoenaed by any other person, to testify or produce records in an action at law, equity, arbitration, or in a pre-trial hearing or conference, as to any work performed by anyone in connection with the Project, NOVA shall be paid by the Client for all time spent while testifying and preparing therefor and producing such records in accordance with the rates set forth in the attached Agreement.

4. SAFETY

NOVA is only responsible for the safety on site of its own employees and subcontractors. However, this shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of NOVA, nor the presence of NOVA's employees and subcontractors shall be construed to imply NOVA has any responsibility for job safety or any activities on site performed by personnel other than NOVA's employees or subcontractor.

5. STANDARD OF CARE

Service performed by NOVA under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the location where the services are to be performed ("Standard of Care").

Notwithstanding anything in this Agreement to the contrary, NOVA shall only be liable to pay damages to Client arising out of or in connection with the Services or this Agreement, to the extent that such damages are caused by, and are in proportion to, the negligence of, or breach of the Standard of Care by, NOVA. If NOVA is considered to be liable jointly with any third parties, the portion of damages payable by NOVA shall be limited to the portion of liability which is attributable to NOVA's breach of the Standard of Care on a comparative fault basis. Client acknowledges that NOVA's services will be rendered without any warranty, express or implied and all such warranties are expressly waived by Client. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party, including the project owner (if not the Client) and any contractor, subcontractor, vendor or material supplier, against either the Client or NOVA.

6. INSURANCE & GENERAL LIABILITY

NOVA represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that NOVA has such coverage under public liability and property damage insurance policies which NOVA deems to be adequate and in line with other professional service firms currently practicing under similar conditions. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Additional insurance, if requested in writing by Client prior to commencement of services, will be obtained by NOVA, if procurable, and charged to the Client.

NOVA Engineering and Environmental LLC
GENERAL TERMS AND CONDITIONS

The Client shall cause any contractor responsible for the construction of work (or related activities) designed, specified or reviewed by NOVA or responsible for any other activities relating to NOVA's services, to hold harmless, indemnify and defend NOVA, to the fullest extent permitted by law, from and against any and all damages, liabilities, claims, suits, costs and expenses (including reasonable attorney's fees and other costs of investigation and defense) arising in connection with the negligence, breach of contract or strict liability of any contractor or any of their subcontractors or any of their vendors. Client shall also name, and cause such contractor(s) to name, NOVA as additional insureds on its and each such contractor's Commercial General Liability insurance policy and Umbrella/Excess liability insurance policy (with policy limits at the greater of the limits required for the Project or Five Million Dollars per occurrence and in the per project aggregate) and to maintain such coverage until the completion of its contract and to provide NOVA with a Certificate of Insurance so naming NOVA as an additional insured on an annual basis for so long as Client and/or contractor maintains or is obligated to maintain such coverage.

7. DISPUTES

All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be governed by Florida law and shall be submitted to non-binding mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and NOVA shall select a neutral mediator by mutual agreement. If a Dispute cannot be settled through mediation as set forth above, then such Dispute, if involving amounts less than \$100,000, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree following termination of mediation. Notwithstanding any other provisions of this Section, in no event shall a demand for mediation be made, or any other proceeding initiated, more than two (2) years from the date the party making demand knew or should have known of the dispute or five (5) years from the date of substantial completion of Nova's Services, whichever date shall occur earlier. All mediation, arbitration, or litigation shall take place in Broward County, Florida, unless the parties agree otherwise. The fees of the mediator or arbitrator(s) and the costs of transcription and other costs incurred by the mediator or arbitrator(s) shall be apportioned equally between the parties. Thereafter, with respect to any Disputes involving amounts equal to or greater than \$100,000, if any legal action or other proceeding is brought with respect to such Dispute, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, costs and expenses, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

8. DELAYS IN WORK

In no event, will NOVA will be responsible for delays in the work which is beyond our reasonable control or caused by Client or its agents, consultants, contractors or subcontractors. Stand-by or non-productive time for delays in our work caused by Client or its agents, consultants, contractors or subcontractors may be charged to the Client unless provided for as a separate item in the Agreement or otherwise as mutually agreed upon.

9. TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In all events of termination, NOVA shall be paid for services performed up to and through the date of termination plus reasonable expenses to demobilize. In the event of termination, or suspension for more than three (3) months, NOVA shall, at its option, be permitted to terminate this Agreement upon seven (7) days written notice to Client. Further, if said termination is prior to NOVA's completion of all reports contemplated by this Agreement, NOVA may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of NOVA in completing such analyses, records, and reports and shall be due and payable by Client promptly upon invoice from NOVA, together with all reasonable termination costs and expenses.

10. ASSIGNS

This Agreement may not be assigned by either party without the prior written consent of the other party, provided, however, that NOVA may assign this Agreement in the case of sale of all or substantially all of its assets or equity. To the extent consent is required it shall not be unreasonably withheld.

11. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by NOVA, as instruments of service, shall remain the property of NOVA and shall retain all common law, statutory and other reserved rights, including copyrights ("NOVA Documents"). Contingent on the Client's full and timely payment of all sums due under this Agreement, NOVA grants Client a non-exclusive license to use the final and complete versions of the NOVA Documents solely and exclusively for purposes set forth in this Agreement. The forgoing license does not extend to any CADD files or 3D model created by NOVA, unless expressly set forth herein. If NOVA Documents are prepared "for construction", the license granted in the preceding sentences of this Paragraph permits the Client to authorize the contractor and subcontractors, and material or equipment suppliers to reproduce applicable portions of NOVA Documents solely and exclusively for use in performing their services or construction for the Project. NOVA Documents shall only be used for their intended purpose. NOVA Documents are not to be used on other projects, for alternations, extensions or additions to this Project or for completion of this Project by others, except by agreement in writing and with appropriate compensation to NOVA. If Client is granted a license with respect to any CADD files or 3D models, Client agrees to be bound to the terms of the NOVA License for Use of Electronic Files and 3D Models. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever. NOVA will retain all pertinent records relating to the services performed for a period of three (3) years following submission of the report, during which period the records will be made available to the Client at all reasonable times and an administrative fee may be charged to the Client for retrieval and reproduction of such records.

12. FAILURE TO FOLLOW RECOMMENDATIONS

NOVA will not be held liable for problems that may occur if NOVA's recommendations are not followed.

13. LIMITATION OF LIABILITY

Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. Client acknowledges and agrees that in no event shall the liability of NOVA in connection with this Agreement or the services provided pursuant thereto exceed the fee actually paid to and received by NOVA under this Agreement or \$100,000 whichever is greater. This Agreement and the services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

Notwithstanding anything to the contrary contained in this Agreement or provided for under any applicable law, neither NOVA nor Client shall be liable to the other party, either in contract or in tort, for any consequential, incidental, indirect, special or punitive damages, including without limitation any delays damages, loss of future revenue, income or profits or any diminution of value, financing costs or costs of lost opportunities relating to this Agreement, the services or the Project, whether or not the possibility of such damages has been disclosed to the other party in advance or could have been reasonably foreseen by such other party.

14. INDEMNIFICATION

Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless NOVA, and its officers, directors, agents and employees and any of them (collectively, the "NOVA Parties") from all claims, actions, damages, liabilities, losses, costs and expenses, including reasonable attorney's fees and defense costs (collectively "Losses"), arising out of, or in any way connected with, the performance or nonperformance of NOVA's obligations under this Agreement (including, without limitation, any act of negligence, omission or default by the NOVA Parties), up to an amount not to exceed the greater of \$100,000 or twelve times the amount of the fees charged for the services provided by NOVA in connection with this Agreement and the services hereunder. The parties agree that the foregoing amount of said indemnification bears a reasonable commercial relationship to the services provided by NOVA and that the indemnification provided herein is considered a part of the project specifications. Notwithstanding the foregoing, the NOVA Parties shall not be entitled to indemnification hereunder for any Losses resulting from the NOVA Parties'

NOVA Engineering and Environmental LLC
GENERAL TERMS AND CONDITIONS

gross negligence, or willful, wanton or intentional misconduct or for any statutory violation or punitive damages (except to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Client or any of the Client's contractors, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees). Except as set forth in the preceding sentence, the NOVA Parties rights to indemnification shall include, without limitation, indemnification for any and all Losses which may be suffered by any NOVA Party as a result of any (i) failure of Client to follow or implement any of its recommendations, (ii) any breach by Client of its obligations under the Agreement, and (iii) exposure of NOVA's employees or agents to any hazardous materials at the jobsite.

Upon notice by the NOVA Parties, Client shall defend the NOVA Parties with counsel chosen by NOVA Parties, subject to the consent of Client, which consent shall not be unreasonably withheld. The parties agree that this duty to defend is separate and distinct from any indemnity obligation, and the duty shall extend to any claims asserted against the NOVA Parties arising out of or related to the project, regardless of whether Client is obligated to indemnify the NOVA Parties for the loss, claim, or damage.

15. HAZARDOUS MATERIALS

It is acknowledged by both parties that NOVA's scope of services does not include any services related to asbestos or hazardous or toxic materials unless specifically identified in our scope of services. In the event NOVA or any other party encounters asbestos or hazardous materials at the jobsite, or should it become known in any adjacent areas that may affect the performance of NOVA's services, NOVA may, without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations. In addition, the Client shall hold harmless, defend and indemnify NOVA Parties, from and against any and all Claims arising, in whole or in part, out of the discovery, presence, handling, removal or disposal of, or exposure of persons to, any hazardous materials in any form at the Project site, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), bacteria, mold, fungi, lead based paints or other similar materials or other toxic substances, infectious materials, or contaminants.

16. SAMPLE DISPOSAL

Unless other arrangements are made, NOVA will dispose of all soil and rock samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by NOVA. Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, NOVA shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal.

17. AQUIFER CONTAMINATION

Client acknowledges that it is impossible for NOVA to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although NOVA will take reasonable precautions in accordance with the Standard of Care to avoid such an occurrence, Client waives any claim against, and (without limiting the generality of Section 14 hereof) agrees to indemnify and hold harmless NOVA in accordance with the terms and conditions set forth in this Agreement from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate NOVA for any time spent and expenses incurred in defense of any such claim.

18. DEFINITIONS

As used herein, the following words and their derivative words or phrases have the meanings indicated, unless otherwise specified in the various sections of this Agreement.

AGREEMENT: means the Agreement between the parties, which shall describe and govern Client's engagement of NOVA to provide services in connection with the project or work identified in the proposal (Proposal), and consists of the Proposal, these General Terms and Conditions, and any exhibits or attachments referenced in any of these documents.

CERTIFY, CERTIFICATION: NOVA's opinion based on its observation of conditions, knowledge, information and beliefs. It is expressly

understood such opinions relieve no other party of any responsibility or obligation he or she has accepted by contract or custom.

ESTIMATE: An opinion of probable cost for services made by NOVA. The accuracy of probable cost for services opinion cannot be guaranteed.

INSPECT, INSPECTION: The visual observation of certain aspects of construction to permit NOVA to render its professional opinion as to whether the contractor is performing the Work in a manner indicating that, when completed, the Work will be in general accordance with the approved documents. Such observations do not relieve any party from fulfillment of their customary and contractual responsibilities and obligations.

19. LIMITATION OF LIABILITY

It is intended by the parties to this Agreement that NOVA's services under this Agreement shall not subject NOVA's individual employees, officers, shareholders, managers, members or directors to any personal legal exposure for the risks associated with the services to be rendered on the project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against NOVA, a Delaware limited liability company, and not against any of NOVA's employees, shareholders, officers, managers, members or directors.

TO THE FULLEST EXTENT PERMITTED BY LAW, PURSUANT TO FLORIDA STATUTE § 558.0035, NO EMPLOYEE, OFFICER, SHAREHOLDER, MANAGER, DIRECTOR OR AGENT OF NOVA SHALL BE INDIVIDUALLY LIABLE TO CLIENT OR ANY OTHER PERSON FOR ANY NEGLIGENCE, MISCONDUCT OR WRONGFUL ACTS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR OTHERWISE, WHETHER SUCH CLAIMS ARE BASED IN CONTRACT, STATUTE, OR TORT.

20. MISCELLANEOUS

AMENDMENT: This Agreement may be amended, modified or supplemented, but only in writing signed by each of the parties hereto.

WAIVERS: The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

SEVERABILITY: If any provision or sub-provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or sub-provisions contained herein shall not be affected thereby.

INTEGRATION: This Agreement represents the entire understanding and agreement among the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and among such parties.

SOVEREIGN IMMUNITY: In the event that the Client is the State of Florida or another "state agency or subdivision" within the meaning of Florida Statute Section 768.28(2), then NOVA (and all NOVA Parties) shall for all purposes provided in this Agreement and otherwise be deemed an agent of the Client for purposes of sovereign immunity whether under Florida Statute Section 768.28 and otherwise, including without limitation Florida Statute Section 768.28(9)(a). Client shall fully cooperate, at its sole cost and expense, with NOVA and take all necessary and appropriate actions to qualify NOVA (and the NOVA Parties) for and defend its and their right of sovereign immunity as an agent of the Client for purposes of Florida law, including without limitation under Florida Statute §768.28.

NOVA Employees: Client agrees not to recruit or hire any NOVA employee currently or previously working under this Agreement during the contract period or within twelve months of termination of the contract, either for themselves or any third party. In the event Client violates this clause, NOVA shall have the right of injunctive relief, and Client shall pay NOVA \$25,000 or 25% (percent) of the employee's current annual, base salary, whichever is greater, with payment being made within 15 days of NOVA's written notice to Client of said violation.

Interoffice **MEMO**

To: Mike Warnke
From: Brett Gaar *BG*
CC: Paige Felts
Date: June 6, 2017
Re: Pensacola Beach Parking Lot Near Pensacola Pier (Environmental Proposal 17-P0605)

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP)/
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT (NFWFMD) –
ENVIRONMENTAL RESOURCE PERMIT**

The FDEP's Environmental Resource Permit regulates activities involving the alteration of surface water flows. This includes new activities in uplands that generate storm water runoff from upland construction, as well as dredging and filling in wetlands and other surface waters. Volkert will assist the Client with the following:

- Preparation of permit application.
- Preparation of necessary attachments.
- Site visit FDEP/NFWFMD staff.

The Work Described Above Will Be Performed for A Lump Sum Fee Of \$3,500.00. This service does not include survey costs, application fees, or costs for additional studies that may be required (e.g. archaeological, T & E surveys).

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) –
COASTAL CONSTRUCTION CONTROL LINE OR FIFTY-FOOT SETBACK PERMIT**

A coastal construction control line (CCCL) is intended to define that portion of the beach and dune system which is subject to severe fluctuations caused by a 100-year storm surge, storm waves, or other forces such as wind, wave, or water level changes. These fluctuations are a necessary part of the natural functioning of the coastal system and are essential to post-storm recovery, long term stability, and the preservation of the beach and dune system. However, imprudent human activities can adversely interfere with these natural processes and alter the integrity and functioning of the beach and dune system. The control line and 50-foot setback call attention to the special hazards and impacts associated with the use of such property, but do not preclude all development or alteration of coastal property seaward of such lines.

- In order to demonstrate that construction is eligible for a permit, the applicant shall provide the Department with sufficient information pertaining to the proposed project to show that adverse and other impacts associated with the construction have been minimized and that the construction will not result in a significant adverse impact.

Interoffice **MEMO**

- The construction will not result in removal or destruction of native vegetation which will either destabilize a frontal, primary, or significant dune or cause a significant adverse impact to the beach and dune system due to increased erosion by wind or water.
- The construction will not result in removal or disturbance of in situ sandy soils of the beach and dune system to such a degree that a significant adverse impact to the beach and dune system would result from either reducing the existing ability of the system to resist erosion during a storm or lowering existing levels of storm protection to upland properties and structures.
- The construction will not direct discharge of water or other fluids in a seaward direction and in a manner, that would result in significant adverse impacts. For the purpose of this rule section, construction shall be designed so as to minimize erosion induced surface water runoff within the beach and dune system and to prevent additional seaward or off-site discharges associated with a coastal storm event.
 - a) The construction will not result in the net excavation of the in-situ sand soils seaward of the coastal line or 50-foot setback.
 - b) The construction will not cause an increase in structure-induced scour of such magnitude during a storm that the structure-induced scour would result in a significant adverse impact.
 - c) The construction will minimize the potential for wind and waterborne missiles during a storm.
 - d) The activity will not interfere with public access.
 - e) The construction will not cause a significant adverse impact to marine turtles, or the coastal system.
 - f) Sandy material excavated seaward of the control line or 50-foot setback shall be maintained on site seaward of the control line or 50-foot setback and be placed in the immediate area of construction unless otherwise specifically authorized by the Department.

The work described above will be performed for a Lump Sum fee of \$8,000.00. This Lump Sum fee does not include survey costs or application fees.

BIOLOGICAL ASSESSMENT

Volkert will prepare a Biological Assessment (BA) for submittal to the U.S. Fish and Wildlife Service. The report will evaluate alternatives to avoid and minimize impacts to sea turtles and migratory birds.

The work described above will be performed for a Lump Sum fee of \$40,000.00.

**NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
STORMWATER PERMIT APPLICATION**

- Complete the Notice of Registration (NOI) for the referenced site. Volkert will contact the client to obtain general information through a telephone interview. Once complete, the NOI will be submitted to the client for review, signature, and submittal to FDEP with the appropriate fee.
- Develop a Stormwater Pollution Prevention Plan (SWPPP) which outlines appropriate soil and sediment erosion control practices, along with other measures, to reduce the likelihood of pollution resulting from stormwater run-off. This SWPPP will be prepared by a qualified professional. Volkert will perform a site visit and take into consideration erosion control measures currently in-place at the site when developing the SWPPP.

Client Responsibilities for the NPDES Permit Application

To complete this project in a timely and efficient manner, Volkert requests the following:

- Authorization to proceed. Authorization can be given by signing and returning this proposal.
- Information necessary to complete the NOI, as requested during the telephone interview.
- Copies of the current and/or proposed site plan identifying major construction areas, chemical storage areas, topography, current erosion, and sediment control measures in-place at the site and the name of the primary contractor at the site.
- The names and addresses for all NPDES or other environmental permits, authorizations, or certificates which have been issued by FDEP, EPA or other agencies to you (applicant, parent corporation or LLC member) for this facility.

The work described above will be performed for a Lump Sum fee of \$2,250.00. This Lump Sum fee does include the required FDEP Permit.

THE LUMP SUM FEE TO PERFORM THE ENVIRONMENTAL SERVICES LISTED ABOVE IS \$53,750.00.

Interoffice **MEMO**

To: Mike Warnke
From: Brett Gaar *BG*
CC: Paige Felts
Date: June 6, 2017
Re: Pensacola Beach Parking Lot East of Fire Station
(Environmental Proposal 17-P0603)

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP)/
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT (NFWFMD) –
ENVIRONMENTAL RESOURCE PERMIT**

The FDEP's Environmental Resource Permit regulates activities involving the alteration of surface water flows. This includes new activities in uplands that generate storm water runoff from upland construction, as well as dredging and filling in wetlands and other surface waters. Volkert will assist the Client with the following:

- Preparation of permit application.
- Preparation of necessary attachments.
- Site visit FDEP/NFWFMD staff.

The Work Described Above Will Be Performed for A Lump Sum Fee Of \$3,500.00. This service does not include survey costs, application fees, or costs for additional studies that may be required (e.g. archaeological, T & E surveys).

**NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
STORMWATER PERMIT APPLICATION**

- Complete the Notice of Registration (NOI) for the referenced site. Volkert will contact the client to obtain general information through a telephone interview. Once complete, the NOI will be submitted to the client for review, signature, and submittal to FDEP with the appropriate fee.
- Develop a Stormwater Pollution Prevention Plan (SWPPP) which outlines appropriate soil and sediment erosion control practices, along with other measures, to reduce the likelihood of pollution resulting from stormwater run-off. This SWPPP will be prepared by a qualified professional. Volkert will perform a site visit and take into consideration erosion control measures currently in-place at the site when developing the SWPPP.

VOLKERT -- *engineering a safe work environment.*

Interoffice **MEMO**

Client Responsibilities for the NPDES Permit Application

To complete this project in a timely and efficient manner, Volkert requests the following:

- Authorization to proceed. Authorization can be given by signing and returning this proposal.
- Information necessary to complete the NOI, as requested during the telephone interview.
- Copies of the current and/or proposed site plan identifying major construction areas, chemical storage areas, topography, current erosion, and sediment control measures in-place at the site and the name of the primary contractor at the site.
- The names and addresses for all NPDES or other environmental permits, authorizations, or certificates which have been issued by FDEP, EPA or other agencies to you (applicant, parent corporation or LLC member) for this facility.

The Work Described Above Will Be Performed for A Lump Sum Fee of \$2,250.00. This Lump Sum fee does include the required FDEP permit application fee.

THE LUMP SUM FEE TO PERFORM THE ENVIRONMENTAL SERVICES LISTED ABOVE IS \$5,750.00.

**LIGHTING SCOPE OF WORK
FOR PARKING LOTS
PENSACOLA BEACH CONGESTION IMPROVEMENTS
PENSACOLA, FLORIDA**

Description of Work:

Provide lighting design for 3 new parking lots.

Design Approach:

A photometric analysis will be performed using the AGI32 lighting software by Lighting Analysts to determine light pole locations for specified luminaires. LED light sources will be utilized unless otherwise directed; types/styles of luminaires will be coordinated with Owner prior to design.

The lighting design will provide maintained averages and uniformities in accordance with the latest edition of Illuminating Engineering Society of North America (IESNA) RP-20-14 as applicable to open parking and pedestrian areas.

A single layout will be designed to allow for at least two (2) manufacturer's luminaires to use the same pole locations and mounting heights and still meet or exceed IESNA minimum recommendations.

One (1) single line wiring diagram will be designed based on the highest manufacturer's luminaire and ballast/driver load.

Where feasible, new light poles will be connected to existing circuits. New service points and/or circuits will be considered on a case by case basis.

Lighting designs will be provided for 3 new parking lots associated with this project, located as follows:

1. Adjacent to the existing Fire Station
2. At the Pensacola Beach Gulf Pier near the Sheriff's Substation
3. For the relocated visitor's center building

Volkert will provide lighting designs using FSW-approved turtle-friendly luminaires where required and will coordinate with Fish and Wildlife accordingly during the project.

Deliverables:

Lighting plans will be created and included in the overall plan set. This will include general electrical notes, lighting layouts, wiring diagrams, pole schedules, design criteria, and construction details including pole foundations.

Cadd files will be in Microstation or AutoCAD format. All project files will be submitted on DVD or CD's at the end of the project. Project files will include voltage drop calculations, lighting calculations, correspondence, cadd files, luminaire/pole cut sheets, and an Engineer's opinion of probable construction costs based on unit prices from FDOT and/or RS Means.

Limited Construction Administration services will be included under this contract to address contractor questions, perform submittal reviews, and to monitor the contractor's work with regards to installation of turtle-friendly luminaires.

Assumptions:

- Volkert will stake all proposed pole locations (if required) prior to review meeting
- One (1) review meeting is anticipated
- Borings and Passive Pressure Graphs or L-piles to be provided by a Volkert sub consultant

Excluded from Scope of Services:

Re-design of existing parking lot lighting systems
FAA coordination
Railroad coordination
Development of Record Drawings



June 12, 2017

Mr. Mike Warnke
6601 N. Davis Highway
Suite 53
Pensacola, FL 32504

RE: Pensacola Beach Congestion Management Plan-Landscape Architecture Proposal

Dear Mr. Warnke:

Jerry Pate Design, Inc. is pleased to submit this proposal for landscape architectural services related to the Pensacola Beach Congestion Management Plan for Project 1-Via De Luna Roundabouts and Pedestrian Underpasses; Project 2-Sheriff Substation Parking Lot; Project 3-Old Visitor Center Parking Lot; Project 4-Existing Fire Station Parking Lot. This proposal is based upon the Landscape Architecture Scope of Services outlined below and the schematic site master plans noting the area of work for each scope and objectives for the project, our communications on scope and objectives, and the level of effort required to complete the scope of services.

Landscape Architecture Services—This service will involve the landscape architecture, to include planting design, hardscape design and irrigation design for each project as outlined below (Design of monument signage or artwork at roundabout focal points is not included). Jerry Pate Design will attend and participate in the required and pertinent project meetings and presentations throughout the design process.

- Coordinate with Project Civil Engineer
- Consultation with Project Civil Engineer during Site Planning Phase
- Provide complete landscape, hardscape and irrigation design plans and specifications for the proposed improvements- 30%, 90% and final
- Cost Estimates in accordance with the latest Escambia County Pricing Agreement- preliminary at 30%, final draft at 90% and final at 100%
- Construction Inspection Services for Landscaping/Irrigation/Hardscape Installation Oversight

These services do not include any surveying or engineering services. Permit fees will be an additional cost to the owner.

Fee Summary—Our fee summary is presented as follows.

Project 1—Via De Luna Roundabouts and Pedestrian Underpasses

Consult during Site Planning Phase	\$3,205
30% Documents	\$7,650
90% Documents	\$11,600

Final Documents	\$10,550
Construction Inspection	\$4,275
Total LA Fees	\$37,280

Project 2-Sheriff Substation Parking Lot

Consult during Site Planning Phase	\$1,705
30% Documents	\$5,980
90% Documents	\$7,200
Final Documents	\$5,500
Construction Inspection	\$1,630
Total LA Fees Project 2a	\$22,015

~~**Project 3-Old Visitor Center Parking Lot**~~

Consult during Site Planning Phase	\$450
30% Documents	\$3,950
90% Documents	\$3,950
Final Documents	\$2,425
Construction Inspection	\$720
Total LA Fees	\$11,495

Project 4-Existing Fire Station Parking Lot

Consult during Site Planning Phase	\$1,075
30% Documents	\$5,450
90% Documents	\$6,075
Final Documents	\$4,025
Construction Inspection	\$1,020
Total LA Fees	\$17,645

Hourly Fee Summary

Lead Landscape Architect	\$150/hr
Landscape Architect Associate	\$125/hr
Certified Irrigation Designer	\$110/hr
CAD Designer	\$75/hr
Administration	\$50/hr

We look forward to providing you these landscape architectural services for the Pensacola Beach Congestion Management Plan. Please feel free to call me should you have any questions regarding this proposal.

Sincerely,



Steve Dana
Vice President
Jerry Pate Design



Volkert Pensacola Beach Fee Breakdown

12-Jun-17

Project 1 - Via De Luna Roundabouts and Pedestrian Underpasses

Consult During Site Planning
 30% Docs
 90% Docs
 Final Docs
 Construction Inspection
 Total

Lead LA @ \$150/hr		LA Associate @ \$125/hr		CID @ \$110/hr		CAD Designer @ \$75/hr		Admin @ \$50/hr		Proposed Fee
Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	
150		125		110		75		50		
15	\$ 2,250.00	5	\$ 625.00	3	\$ 330.00	0	\$ -	0	\$ -	\$ 3,205.00
20	\$ 3,000.00	20	\$ 2,500.00	5	\$ 550.00	20	\$ 1,500.00	2	\$ 100.00	\$ 7,650.00
25	\$ 3,750.00	40	\$ 5,000.00	10	\$ 1,100.00	22	\$ 1,650.00	2	\$ 100.00	\$ 11,600.00
20	\$ 3,000.00	30	\$ 3,750.00	20	\$ 2,200.00	20	\$ 1,500.00	2	\$ 100.00	\$ 10,550.00
20	\$ 3,000.00	5	\$ 625.00	5	\$ 550.00	0	\$ -	2	\$ 100.00	\$ 4,275.00
	\$ 15,000.00		\$ 12,500.00		\$ 4,730.00		\$ 4,650.00		\$ 400.00	\$ 37,280.00

Project 2 - Sheriff Substation Parking Lot

Consult During Site Planning
 30% Docs
 90% Docs
 Final Docs
 Construction Inspection
 Total

5	\$ 750.00	5	\$ 625.00	3	\$ 330.00	0	\$ -	0	\$ -	\$ 1,705.00
15	\$ 2,250.00	10	\$ 1,250.00	8	\$ 880.00	20	\$ 1,500.00	2	\$ 100.00	\$ 5,980.00
15	\$ 2,250.00	15	\$ 1,875.00	10	\$ 1,100.00	25	\$ 1,875.00	2	\$ 100.00	\$ 7,200.00
5	\$ 750.00	15	\$ 1,875.00	15	\$ 1,650.00	15	\$ 1,125.00	2	\$ 100.00	\$ 5,500.00
8	\$ 1,200.00	0	\$ -	3	\$ 330.00	0	\$ -	2	\$ 100.00	\$ 1,630.00
	\$ 7,200.00		\$ 5,625.00		\$ 4,290.00		\$ 4,500.00		\$ 400.00	\$ 22,015.00

~~**Project 3 - Old Visitor Center Parking Lot**~~

~~Consult During Site Planning
 30% Docs
 90% Docs
 Final Docs
 Construction Inspection
 Total~~

3	\$ 450.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 450.00
5	\$ 750.00	10	\$ 1,250.00	10	\$ 1,100.00	10	\$ 750.00	2	\$ 100.00	\$ 3,950.00
5	\$ 750.00	18	\$ 1,250.00	10	\$ 1,100.00	10	\$ 750.00	2	\$ 100.00	\$ 3,950.00
1	\$ 150.00	10	\$ 1,250.00	5	\$ 550.00	5	\$ 375.00	2	\$ 100.00	\$ 2,425.00
3	\$ 450.00	0	\$ -	2	\$ 220.00	0	\$ -	1	\$ 50.00	\$ 720.00
	\$ 2,550.00		\$ 3,750.00		\$ 2,970.00		\$ 1,875.00		\$ 350.00	\$ 11,495.00

Project 4 - Existing Fire Station Parking Lot

Consult During Site Planning
 30% Docs
 90% Docs
 Final Docs
 Construction Inspection
 Total

3	\$ 450.00	5	\$ 625.00	0	\$ -	0	\$ -	0	\$ -	\$ 1,075.00
10	\$ 1,500.00	10	\$ 1,250.00	10	\$ 1,100.00	20	\$ 1,500.00	2	\$ 100.00	\$ 5,450.00
10	\$ 1,500.00	15	\$ 1,875.00	10	\$ 1,100.00	20	\$ 1,500.00	2	\$ 100.00	\$ 6,075.00
5	\$ 750.00	15	\$ 1,875.00	5	\$ 550.00	10	\$ 750.00	2	\$ 100.00	\$ 4,025.00
5	\$ 750.00	0	\$ -	2	\$ 220.00	0	\$ -	1	\$ 50.00	\$ 1,020.00
	\$ 4,950.00		\$ 5,625.00		\$ 2,970.00		\$ 3,750.00		\$ 350.00	\$ 17,645.00



Volkert, Inc.

6601 N. Davis Highway
Suite 53
Pensacola, FL 32504

Office 850.477.7485
Fax 850.477.7517
volkert@volkert.com

www.volkert.com

July 17, 2017

Mr. David Forte, Division Manager
Transportation and Traffic Ops Division
Escambia County
Public Works Department
3363 West Park Place
Pensacola, FL 32505

**Re: Pensacola Beach Congestion Management Plan- Supplement #2-
Phase III- Alternative C Roadway Design and Old Visitors Center Parking Area
Scope of Services and Fee Proposal- Revised
Escambia County Contract # PD 15-16.007 / PO161017**

Dear Mr. Forte,

Volkert, Inc. is pleased to provide the included professional services scope of work for the Pensacola Beach Congestion Management Plan- Alternative C Roadway Design and the Old Visitors Center parking area. In accordance with the Escambia County BOCC recommendations we will be providing survey, geotechnical, GPR, structural, lighting, design, permitting and limited construction oversight for the two roundabouts and three pedestrian underpasses in general accordance the alternative C and Old Visitors Center parking area sketches and renderings.

The Scope of Services will include the following:

Task 1- Surveying Services:

Surveying Services:

- Provide Topographic and Location Survey update of the proposed roadway area and Old Visitors Center parking area. The survey will include all utility, GPR and geotechnical bore locates. Topographic Survey to be in Accordance State Plane Coordinates,

NAVD 88 Elevation Data and in accordance with the Escambia County Guidelines and the Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers

- Surveyor to provide review copy for submittal prior to Engineering Design
- Surveyor to verify control points in place prior to start of construction

Deliverables:

- Signed and Sealed Topographical/Location Survey- All items to be provided in Electronic (.pdf) and 2 Hard Copies.

Office Locations:

Birmingham, Foley, Mobile, Montgomery, Alabama • Chipley, Ft. Myers, Gainesville, Orlando, Pensacola, Panama City, Tampa, Florida • Atlanta, Georgia • Collinsville, Wheaton, Illinois • Baton Rouge, New Orleans, Shreveport, Slidell, Louisiana Jackson, Mississippi • Raleigh, Wilmington, North Carolina • Harrisburg, Pennsylvania • Chattanooga, Nashville, Tennessee Austin, Dallas-Ft. Worth, Houston, Texas • Alexandria, Chesapeake, Virginia • Washington, D.C.





Volkert, Inc.

6601 N. Davis Highway
Suite 53
Pensacola, FL 32504

Office 850.477.7485
Fax 850.477.7517
volkert@volkert.com

www.volkert.com

Task 2- Geotechnical Services:

Geotechnical Services:

- Roadway Design Complete 29 SPT Borings and 8 pavement cores (up to 665 LF of drilling)
Parking Area near Old Visitors Center- Complete 4 Auger Borings (up to 40 LF of drilling)
- Site cleanup (i.e. backfilling of boreholes with soil cuttings and patching the asphalt)
- Water table determination- Including at High-tide and Low-Tide
- Laboratory analysis to include limited classification tests, moisture content and permeability tests
- Engineering evaluation and reporting including foundation design recommendations for Pedestrian underpasses, retaining wall and light pole foundations
- GPR Services along roadway alignment and roundabout area
- All work to be completed in accordance w/ NOVA proposal dated June 12, 2017

Deliverables:

- Signed and Sealed Copy of Final Geotechnical Report- All items to be provided in Electronic (.pdf) and 2 Hard Copies.

Task 3- Civil Design Services for Alternative C to include 2 roundabouts and 3 pedestrian underpasses:

Engineering Services:

- Coordination with Escambia County Staff / SRIA / Leaseholders
- Field Reviews of Existing Site Conditions
- Sub-Consultant Oversight and coordination
- Green Infrastructure Coordination/Oversight
- Complete Plans and Specifications for Parking Area in general accordance with the proposed Alternative C Sketch and Rendering- 30%, 60%, 90% and 100%.
- Plan Reviews with County Staff and SRIA for Each Submittal including cursory review meeting prior to submittals- 30%, 60%, 90% and 100%
- Schedule updates at each submittal- 30%, 60%, 90% and 100%
- Cost Estimates in accordance with the latest Escambia County Pricing Agreement- initial draft at 60%, final draft at 90% and final at 100%.
- Lighting Design in accordance with the Included Lighting SOW- Includes Roadway and Underpass Lighting and CCTV design for underpasses
- Structural Design for underpasses and retaining wall in accordance with included Structural SOW
- Stormwater Drainage Pump Design for Pedestrian Underpasses in accordance with included Stormwater Drainage Pump Design SOW
- Utility Coordination in accordance with the Latest Escambia County requirements, including plans in hand reviews
- Prepare Bid Documents, as required, in accordance with Escambia County Requirements
- Attend one (1) pre-bid meeting with Escambia County Engineering and Purchasing Departments

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- Respond to all RFI's and issue any addendums throughout the Bid Process
- Attend one (1) bid opening meeting with Escambia County Engineering and Purchasing Departments
- Tabulate Bids and make recommendation to Escambia County for apparent low bidder
- Attend one (1) Preconstruction Conference with Escambia County Staff and the selected Contractor
- Provide Limited Administration Services to address issues with design, unforeseen conditions, monitor construction and as-built inspections
- Prepare As-Built Certification based on Contractor provided redlines, post construction meetings and inspections

Deliverables:

- **30% Submittal:** Signed and Sealed Topographical Survey, Signed and Sealed Copy of the Geotechnical Report, 30% Plans which include preliminary Key Sheet/General Notes/Existing Area/Demo Drawings/Draft of Proposed Area Improvements/Details/SWPPP/Cross Sections/MOT - All items to be provided in Electronic(.pdf) and 2 Hard Copies.
- **60% Submittal:** Signed and Sealed Topographical Survey, Signed and Sealed Copy of the Geotechnical Report, 60% Plans which include preliminary Key Sheet/General Notes/Existing Area/Demo Drawings/Draft of Proposed Area Improvements/Details/SWPPP/Cross Sections/MOT/Summary of Pay Items/Details/Summary of Quantities - All items to be provided in Electronic(.pdf) and 2 Hard Copies. Initial Draft Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- **90% Submittal-** 90% Plans which include Key Sheet/General Notes/ Existing Parking Area/Demo Drawings/Proposed Area Improvements /Summary of Pay Items/Details/Summary of Quantities/Cross Sections/MOT - 2 Hard Copies, 1 electronic copy (original format and .pdf) Final Draft Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- **100% Submittal-** 100% Plans which include Key Sheet/General Notes/ Existing Parking Area/Demo Drawings/Proposed Area Improvements /Summary of Pay Items/Details/Summary of Quantities/Cross Sections/MOT- 2 Hard Copies, 1 electronic copy (original format and .pdf) Final Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf) Bid Documents in accordance Escambia County requirements- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- **As-Built/Closeout-** As-Built Certification based on Contractor provided redlines, post construction meetings and inspections - 2 Hard Copies, 1 electronic copy (original format and .pdf)

Environmental Services:

- Environmental Permitting Services in accordance with included Environmental Proposal 17-P0606

Landscape Architecture Services:

- Environmental Permitting Services in accordance with included Jerry Pate Design proposal dated June 12, 2017

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Task 4- Civil Design Services for Old Visitors Center Parking Area:

Engineering Services:

- Coordination with Escambia County Staff / SRIA / Leaseholders
- Field Reviews of Existing Site Conditions
- Sub-Consultant Oversight and coordination
- Green Infrastructure Coordination/Oversight
- Complete Plans and Specifications for Parking Area in general accordance with the proposed Parking area Sketch and Rendering- 30%, 60%, 90% and 100%.
- Plan Reviews with County Staff and SRIA for Each Submittal including cursory review meeting prior to submittals- 30%, 60%, 90% and 100%
- Schedule updates at each submittal- 30%, 60%, 90% and 100%
- Cost Estimates in accordance with the latest Escambia County Pricing Agreement- initial draft at 60%, final draft at 90% and final at 100%.
- Provide Complete Parking Lot Lighting Design in accordance with included Lighting Design SOW
- Utility Coordination in accordance with the Latest Escambia County requirements
- Prepare Bid Documents, as required, in accordance with Escambia County Requirements
- Attend one (1) pre-bid meeting with Escambia County Engineering and Purchasing Departments
- Respond to all RFI's and issue any addendums throughout the Bid Process
- Attend one (1) bid opening meeting with Escambia County Engineering and Purchasing Departments
- Tabulate Bids and make recommendation to Escambia County for apparent low bidder
- Attend one (1) Preconstruction Conference with Escambia County Staff and the selected Contractor
- Provide Limited Administration Services to address issues with design, unforeseen conditions, monitor construction and as-built inspections
- Prepare As-Built Certification based on Contractor provided redlines, post construction meetings and inspections
- Note: Any and All work associated with the moving, relocation or demolition of the Old Visitors Center Building will be by others and is not included in this SOW other than plan coordination with the appropriate stakeholders for the actions taken

Deliverables:

- **30% Submittal:** Signed and Sealed Topographical Survey, Signed and Sealed Copy of the Geotechnical Report, 30% Plans which include preliminary Key Sheet/General Notes/Existing Area/Demo Drawings/Draft of Proposed Area Improvements/Details/SWPPP/Cross Sections- All items to be provided in Electronic (.pdf) and 2 Hard Copies.
- **60% Submittal:** Signed and Sealed Topographical Survey, Signed and Sealed Copy of the Geotechnical Report, 60% Plans which include preliminary Key Sheet/General Notes/Existing Area/Demo Drawings/Draft of Proposed Area Improvements/Details/SWPPP/Cross Sections Summary of Pay Items/Details/Summary of Quantities - All items to be provided in Electronic(.pdf) and 2 Hard Copies. Initial Draft Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)

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- **90% Submittal-** 90% Plans which include Key Sheet/General Notes/ Existing Parking Area/Demo Drawings/Proposed Area Improvements /Summary of Pay Items/Details/Summary of Quantities/Cross Sections - 2 Hard Copies, 1 electronic copy (original format and .pdf)
Final Draft Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- **100% Submittal-** 100% Plans which include Key Sheet/General Notes/ Existing Parking Area/Demo Drawings/Proposed Area Improvements /Summary of Pay Items/Details/Summary of Quantities/Cross Sections- 2 Hard Copies, 1 electronic copy (original format and .pdf)
Final Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)
Bid Documents in accordance Escambia County requirements- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- **As-Builts/Closeout-** As-Built Certification based on Contractor provided redlines, post construction meetings and inspections - 2 Hard Copies, 1 electronic copy (original format and .pdf)

Environmental Services:

- Provide Environmental Permitting in accordance with included Environmental Proposal 17-P0604

Task 5- Public Involvement and Roundabout Education:

- Public Involvement Services to include MOT reviews with affected businesses and Roundabout Education Program in accordance with included SOW from EPR
- Key Volkert Team members will be involved in all meetings

Fees: In accordance with included man-hour fee proposal.

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

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

Sincerely,

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

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Austin, Dallas-Ft. Worth, Houston, Texas • Alexandria, Chesapeake, Virginia • Washington, D.C.



PENSACOLA BEACH CONGESTION - SUPPLEMENT

LOCATION:	PENSACOLA BEACH, FL			
DESCRIPTION:	PENSACOLA BEACH CONGESTION SUPPLEMENT			
SCOPE:	UPDATE PREVIOUS SURVEY WITH NEW ROAD DATA AROUND SIDELINES AND ADDITIONAL TOPO IN PARKING LOTS. LOCATE BORE HOLES AND GPR. LOCATE UTILITIES AND VERIFY DRAINAGE. REVISE PLAT.			
FIELD TASK	COMMENTS	CREW HOURS	4MAN RATE	HOURS X RATE
TRAVEL		12	\$230	\$2,760
UTILITIES - DRAINAGE		22	\$230	\$5,060
BORINGS - GPR		16	\$230	\$3,680
ADDITIONAL TOPO		60	\$230	\$13,800
TOTALS		110		\$25,300
HOTEL	PER DAY	9	\$480	\$4,320
PERDIEM	PER DAY	11	\$400	\$4,400
TOTALS		240		\$8,720
OFFICE TASK	COMMENTS	HOURS	RATE	HRS X RATE
SURVEY MANAGER		28	\$135	\$3,780
TECH		90	\$80	\$7,200
TOTALS		118		\$10,980
GRAND TOTAL				\$45,000



June 12, 2017

Mr. Mike Warnke, P.E.
Volkert, Inc.
651 East Burgess Road, Suite 52
Pensacola, Florida 32504

Subject: Proposal to Perform a Subsurface Exploration and Geotechnical Engineering Services
Pensacola Beach Congestion Management Plan – Alternate C
Pensacola Beach, Escambia County, Florida
NOVA Proposal Number 016-20170215r2

Dear Mr. Warnke,

NOVA Engineering and Environmental LLC (NOVA) appreciates the opportunity to submit this proposal to conduct the requested geotechnical explorations for the proposed roundabouts with pedestrian underpasses (Alternate C) in Pensacola Beach – Escambia County, Florida. This proposal contains our understanding of the project, our approach to the exploration, and our fee estimate and schedule.

SITE AND PROJECT INFORMATION

Our understanding of the proposed development is based on:

- Recent conversations and email exchanges with the client; and
- Review of aerial photography via internet based GIS software, and review of readily available USGS Soil Survey data, also obtained from the internet.

We understand that Via De Luna Drive extending between Casino Beach and the Pensacola Beach Boardwalk could potentially be upgraded with two (2) roundabouts and pedestrian underpasses (which would require raising the finished pavement elevations as high as 6 feet above current grades along portions of the new roadway alignment). A third pedestrian underpass is also proposed beneath Fort Pickens Road near Casino Beach.

Please note; this exploration is limited to the structural foundation support (for the pedestrian underpass structures), high mast lighting foundations, retaining wall structures, and pavement section design aspects of the planned improvements project; hence, additional information regarding overall project development is not relevant.

PROPOSED SCOPE OF SERVICES

Our proposed scope of services is designed to evaluate the improvements to assess the subsurface conditions as they pertain to the presence of organic materials, loose or otherwise unsuitable soils, subsurface utilities, and groundwater.

We anticipate that pavement cores with subsequent continuously-sampled auger boring data will be sufficient to evaluate the subsurface conditions along the proposed Via De Luna Drive and Fort Pickens Road alignments that will be impacted by this project, and Standard Penetration Test (SPT) boring data will be sufficient to evaluate the deeper subsurface conditions present beneath the planned pedestrian underpass locations, retaining wall alignments, and high mast lighting foundations. All drilling, sampling and testing on this project will be conducted in general accordance with ASTM procedures or other applicable standards and practices. Additionally, it has been requested that a Ground Penetrating Radar (GPR) survey be conducted to locate subsurface utilities and obstructions along the alignment of study. We will not perform additional services without your prior approval.

- **Proposed Field Exploration**

Based on our experience, we recommend performing the following field services to evaluate the subsurface conditions present:

Via De Luna Drive

- Perform six (6), pavement cores with subsequent 5-foot deep auger borings along the alignment of study.

Fort Pickens Road

- Perform two (2), pavement cores with subsequent 5-foot deep auger borings along the alignment of study.

Pedestrian Underpasses

- Perform two (2), 50-foot deep SPT borings at each underpass location (i.e., 6 borings total).

Retaining Walls

- Perform twelve (12), 25-foot deep SPT borings at along the retaining wall alignments at locations specified by the client.

High Mast Lighting Foundations

- Perform fifteen (15), 15-foot deep SPT borings at along the roadway alignment at locations specified by the client (to be completed at 60% submittal)

- **Laboratory Testing**

Our proposed laboratory-testing program will include visual classification of the soil samples collected during the drilling process in accordance with the Unified Soil Classification System (USCS) and ASTM standards. **Laboratory testing will also include limited classification tests (up to 20 fines content tests, 20 natural moisture content determinations, 2 Atterberg Limits tests and 2 LBR tests) of representative soils.**

In accordance with the attached General Terms and Conditions, soil samples will be disposed of 30-days after submittal of the final report, unless requested otherwise by the client.

- **Evaluation and Report**

Upon completion of the field exploration, we will evaluate the data obtained and prepare a written report for the site summarizing the findings, along with our conclusions and recommendations. We will keep you informed of our progress and findings throughout the course of the exploration.

If poor or unanticipated subsurface conditions are encountered, we will contact you to develop a revised scope for our services prior to proceeding. A professional engineer registered in the State of Florida will prepare the report.

Our written report will include the following:

- A description of the site, fieldwork, laboratory testing and general soil conditions encountered, as well as a Boring Location Plan, and individual Test Boring Records.
- Site preparation considerations that include geotechnical discussions regarding site stripping and subgrade preparation, and engineered fill/backfill placement.
- Recommendations for controlling groundwater and/or run-off during construction, and the need for permanent dewatering systems based on the anticipated post construction groundwater levels.
- Recommendations for subgrade preparation in the proposed pavement areas.
- Deep foundation recommendations for the pedestrian underpass structures.
- Foundation recommendations for the proposed high mast lighting foundations (borings to be completed and report updated at 60% submittal).
- Recommendations for retaining walls design.
- Existing pavement section thicknesses and base course types, to be used for bidding the demolition of the existing roadways preparatory to raising site grades to install the new roadways.
- A recommended flexible pavement section based on provided or assumed traffic loadings.
- Suitability of on-site soils for re-use as structural fill and backfill. Additionally, the criteria for suitable fill materials will be provided.
- Recommended quality control measures (i.e. sampling, testing, and inspection requirements) for site grading and pavement section construction.

NOVA will inform you of any obvious odors or materials seen during completion of our study. However, the assessment of site environmental conditions, the detection of pollutants in the soil, rock or groundwater, or laboratory-testing of samples, wetlands evaluation, or a site-specific seismic study are beyond the scope of this exploration. However, if requested, NOVA can also provide these services.

GEOPHYSICAL SURVEY

Specifically, we propose to deploy to the site a GPR Technician with appropriate GPR equipment to evaluate to the most accurate degree feasible the limited subsurface utilities within the specified area. We understand that the test area is accessible to our equipment.

We will evaluate the data obtained in the field as the survey is being conducted. Suspected utility locations identified in the GPR imagery will be marked on the ground surface with paint. NOVA will provide a written daily field report that summarizes the field observations, equipment utilized, fieldwork techniques, and typical findings of the survey as best can be determined by the means and methods employed. If poor or unanticipated conditions are encountered, we will contact you to develop a revised scope for our services prior to proceeding.

SITE UTILITIES

Prior to beginning field activities, NOVA will contact the underground locator service. They require 72 hours' notice to mark utilities along roadway right of ways adjacent to the sites. Beyond normal due-diligence and working with the owner's personnel, we cannot be responsible for encountering utilities.

Please note that NOVA has assumed that any permits for access, land and/or wetlands disturbance, tree cutting, etc. will be obtained by the **CLIENT** prior to our mobilization on site. Additionally, boreholes will be backfilled after completion with soil cuttings from the drilling process (and will be capped with quick-setting grout for the core locations), and some future subsidence of the boreholes should be anticipated. No site restoration is planned and no monies have been budgeted for such. If NOVA is responsible for site clearing to access specific boring locations, any aforementioned permits, fees, site restoration, etc. are assumed to be our Client's responsibility unless we are specifically made aware of such at the time of authorization, which will result in adjustments in our budget and schedule.

COMPENSATION

The fee for our proposed scope of services will be as noted on the following page:

- ◆ ~~Alternate C - Roundabouts and Pedestrian Underpasses~~: Complete 29 SPT borings and 8 pavement cores with auger borings (up to 665 LF of drilling), Site cleanup (i.e. backfilling of boreholes with soil cuttings, patching core locations with quick-setting grout), Laboratory testing, Engineering evaluation and Reporting **\$ 15,650 Lump Sum**

- ♦ **Limited Utility Locating GPR Services:** Mobilize a GPR Operator and GPR equipment to locate potential subsurface utilities in the roadway alignments of interest, data reduction, evaluation and field reporting.....**\$ 1,500 Lump Sum**

The noted cost includes the electronic submittal of the written reports to our client, or to other parties specified by you. If requested, we will submit up to two "hard copies" of each report to you as well. Final costs will be based on the actual completed scope of work (if adjustments are required) and the NOVA geotechnical unit rate schedule. We will not exceed the authorized budget without prior approval.


SCHEDULE AND AUTHORIZATION

Based upon our current schedule, we can begin work on the project immediately after receiving written authorization to proceed. Our field team can likely mobilize to the site within a few days of the utility locates being completed. We anticipate that fieldwork will take approximately 4-5 days to complete, with the subsequent exploration for the lighting foundations taking 2-3 days to complete. We will provide verbal findings as the field data is gathered and evaluated. The final report will be submitted within 1 week of completion of the lab work. If the report is needed sooner, NOVA will make every reasonable effort to accommodate your schedule.

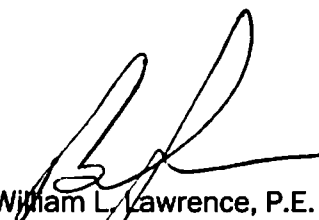
To formalize the agreement between us, please execute a copy of the attached Professional Services Agreement and return it to us. The attached NOVA General Terms and Conditions will govern the work described in this proposal. Please note that the final report cannot be issued without formal, written authorization.

Again, we thank you for the opportunity to submit this proposal and look forward to working with you. In the meantime, please contact us if you have any questions or if we may be of further service.

Sincerely,
NOVA ENGINEERING & ENVIRONMENTAL LLC



Jesse James, E.I.
Staff Engineer



William L. Lawrence, P.E.
Branch Manager

Attachments: Professional Services Agreement
GPR Survey Methodologies and Limitations
Schedule of Fees - Geotechnical Services
General Terms & Conditions

NOVA

Professional Services Agreement

Date: June 12, 2017	Proposal Number: 016-20170215r2
PROJECT NAME AND ADDRESS: PBCMP – ALTERNATE C Pensacola Beach, Escambia County, Florida	CLIENT NAME AND ADDRESS: Volkert, Inc. 651 East Burgess Road, Suite 52 Pensacola, Florida 32504 Attn: Mr. Mike Warnke, P.E. Email: mike.warnke@volkert.com Phone: (850) 512-8935 Fax:
Geotechnical Services (reference Scope of Work included herein)	
<u>Accepted</u>	
Geotechnical Services - Lump Sum.....	\$ 15,650 <input type="checkbox"/>
Limited Utility Locating GPR Services - Lump Sum	\$1,500 <input type="checkbox"/>
Note: The costs for additional, requested and/or authorized services will be invoiced in accordance with the attached Geotechnical Services Schedule of Fees.	

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

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

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

DESCRIPTION OF SURVEY METHODOLOGIES AND LIMITATIONS

Ground Penetrating Radar (GPR) consists of a set of integrated electronic components that transmits electromagnetic waves into the surface and records the energy reflected back to the surface. The GPR system consists of an antenna, which serves as both a transmitter and receiver, and a profiling recorder that both processes the incoming signal and provides a graphic display of the data. The GPR data can be reviewed as both printed hard copy output or recorded on the profiling recorder's hard drive for later review. NOVA uses a GSSI Structure Scan Mini GPR system.

A GPR survey provides a graphic cross-sectional view of subsurface conditions. This cross-sectional view is created from the reflections of repetitive short-duration electromagnetic (EM) waves that are generated as the antenna is pulled across the surface. The reflections occur at the subsurface contacts between materials with differing electrical properties. The electrical property contrast that causes the reflections is the dielectric permittivity that is directly related to conductivity of a material. The GPR method is commonly used to identify such targets as reinforcing steel, conduit, voids or other embedded elements. The greater the electrical contrast between the surrounding materials and target of interest, the greater the amplitude of the reflected return signal. Unless the buried object is metal, only part of the signal energy will be reflected back to the antenna with the remaining portion of the signal continuing to propagate downward to be reflected by deeper features. If there is little or no electrical contrast between the target interest and surrounding materials it will be very difficult if not impossible to identify the object using GPR.

The GPR signal is attenuated (absorbed) as it passes through materials. As the energy of the GPR signal is diminished due to attenuation, the energy of the reflected waves is reduced, eventually to the level that the reflections can no longer be detected. As the conductivity of the material increases, the attenuation of the GPR signal increases thereby reducing the signal penetration depth.

For concrete structures, the GPR survey is conducted along a set of perpendicularly orientated transects. The survey is conducted in two directions because embedded elements are often asymmetric. 3-dimensional grids are used to expand on the details that are provided by 2-dimensional scans.

Depth estimates to the top of embedded elements are determined by dividing the time of travel of the GPR signal from the ground surface to the top of the feature by the velocity of the GPR signal. The velocity of the GPR signal is accounted for by using recommended dielectric constants that are published in tables for various ages and environmental conditions for the concrete elements to be scanned.

Interpretation and Limitations of GPR data

The analysis and collection of GPR data is both a technical and interpretative skill. The technical aspects of the work are learned from both training and experience. Having the opportunity to compare GPR data collected in numerous settings to the results from studies performed at the same locations develops interpretative skills. The ability of GPR to collect interpretable information at a project site is limited by the attenuation (absorption) of the GPR signal by underlying materials. Once the GPR signal has been attenuated at a particular depth, information regarding deeper conditions will not be obtained. GPR data can only resolve subsurface elements that have a sufficient electrical contrast between the feature in question and surrounding materials. If an insufficient contrast is present, the subsurface feature may not be identifiable. NOVA can make no warranties or representations of conditions that may be present beyond the resolving capability of the GPR equipment or in areas that were not accessible to the investigation.

GEOTECHNICAL SERVICES 2017 SCHEDULE OF FEES

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

Geotechnical Aide	per hour	\$ 78.00
Staff Engineer	per hour	\$ 88.00
Project Engineer and/or P.E.	per hour	\$ 100.00
Senior Engineer, P.E.	per hour	\$ 140.00
Chief Engineer, P.E.	per hour	\$ 170.00
Principal Materials Consultant	per hour	\$ 170.00

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

Mobilization	lump sum	\$ 500.00
Soil Test borings (n<50 bpf)	per foot	\$ 12.50
<i>Borings deeper than 50 feet will have a \$2.50 per foot surcharge</i>		
Casing (where required) less than 50 feet	per foot	\$ 7.00
Undisturbed Sampling	each	\$ 175.00
Extra Split-spoon samples	each	\$ 45.00
Difficult Moving or Standby	per hour	\$ 225.00
Clearing: light clearing performed by drill crew	per hour	\$ 225.00

LABORATORY *For laboratory testing of selected soil samples.*

Atterberg Limits Test	per test	\$ 75.00
Natural Moisture Content	per test	\$ 15.00
Organic Content	per test	\$ 75.00
Standard Proctor	per test	\$ 125.00
Modified Proctor	per test	\$ 145.00
Limerock Bearing Ratio (LBR) Test	per test	\$ 425.00
Grain Size Analysis	per test	\$ 100.00
Percent Fine than No. 200 sieve	per test	\$ 65.00
Constant/Falling Head Permeability Testing	per test	\$ 250.00
Resistivity, Chloride/Sulfate & pH (Corrosion	per test	\$ 225.00
Triaxial Shear Testing (3 point CU)	per test	\$ 950.00

OTHER *For other job-related expenses.*

Clerical/Drafting	per hour	\$ 58.00
Vehicle Trip Charge	per mile	\$ 0.60
Misc. Direct Expenses/Supplies		Cost plus 20%

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

140-A Lorton Street
Pensacola, Florida 32505
850.607.7782

17612 Ashley Drive
Panama City Beach, Florida 32413
850.249.6682
850.249.6683 (Fax)

1630-C Old Bainbridge Road
Tallahassee, Florida 32303
850.421.6682

NOVA

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AASHTO R18

NOVA Engineering and Environmental LLC
GENERAL TERMS AND CONDITIONS

1. SCOPE OF WORK

NOVA Engineering and Environmental LLC (NOVA) shall perform the services limited to and specifically defined in this Agreement (including any Project Specific condition attached hereto) and shall invoice the Client in accordance with the compensation section of this Agreement. Any estimate of cost to the Client as stated in this Agreement or any of the accompanying schedules shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this Agreement). NOVA will provide additional services under this Agreement as requested by the Client in writing subject to acceptance by NOVA. Client will be invoiced for additional services at NOVA's standard rates or as mutually agreed upon, including but not limited to, re-reviews, re-inspections, re-tests, stand-by time, scope changes, services outside normal business hours or services provided beyond the estimated project duration. To the extent these General Terms and Conditions are part of a proposal for services, the proposal shall be valid for ninety (90) days unless otherwise stated. Once a proposal is accepted, these General Terms and Conditions shall apply to all services performed and shall survive any termination of the Agreement or completion of services.

Notwithstanding any other provision of this Agreement or any other agreement entered into by NOVA with respect to the Project, NOVA shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by NOVA (if any).

The review of contractor submittals (for example, shop drawings or project samples) is not included in NOVA's Scope of Services unless specifically set forth in this Agreement. If such services are to be provided, the review is conducted only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction drawings and specifications prepared by NOVA (or by others if so set forth in the Agreement) and is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor to the extent required by its contract. NOVA's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. NOVA's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the drawings, specifications and other documents applicable to the contractor's obligations, NOVA shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the drawings, specifications and other documents prepared by NOVA.

Neither site visits for any purpose nor the observation by NOVA of any contractor's work are included in NOVA's scope of services unless specifically set forth in this Agreement. If NOVA is engaged to visit the site and conduct observations of a contractor's work, NOVA shall provide such services at the intervals agreed with Client in writing (or if no such interval is agreed upon in writing, then at such intervals as NOVA deems appropriate given any budgetary constraints imposed by Client), subject to any limitations on the number of such visits set forth in this Agreement. The general purpose of such observations is to become generally familiar with the progress and quality of the construction work as described in the drawings, specifications or other documents specifically identified in this Agreement and to determine, in general, if such construction work is proceeding in accordance with such drawings, specifications or other identified documents. NOVA shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such construction work. On the basis of such on-site observations as an engineer, NOVA shall keep Client informed of the progress and quality of such construction work and shall endeavor to guard the Client against defects and deficiencies in such work of contractor.

2. RIGHT OF ENTRY

The Client, at its sole cost and expense, will provide for reasonable right of entry of NOVA personnel to perform the scope of work and all necessary equipment to the project site or sites, in order to complete the work.

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3. INVOICES

NOVA will submit invoices to Client monthly and a final bill upon completion of services. There shall be no retainage, unless otherwise agreed upon in the Agreement. NOVA shall furnish insurance certificates, lien waivers, affidavits or other reasonably available documents as and when requested by Client provided all amounts due to NOVA have been paid.

Payment is due within thirty (30) days after the receipt of invoice. Interest charges will start to accrue forty-five (45) days from the invoice date. Client agrees to pay an interest charge equal to the lesser of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts. NOVA shall be entitled to recover any and all costs incurred, including attorneys' fees ("Collection Costs") in connection with its efforts to collect past due sums. The minimum amount of such Collection Costs is agreed to be the lesser of (1) ten percent (10%) of the past due amount or (2) the maximum amount allowed by law. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client. The Client agrees to pay NOVA for its services in accordance with this Agreement, regardless of whether or not he has been paid by his client.

In the event that the Client disputes any items billed in an invoice, the Client shall notify NOVA within ten (10) days specifying the complaint and, in the meantime, all amounts to which there is not a reasonable and good faith dispute to payment shall be paid promptly. Any dispute not raised within such ten (10) day period is waived. The Client's failure to make timely payment due under this Agreement in accordance with the terms of this Agreement shall constitute a material breach of this Agreement and NOVA shall be entitled, upon seven (7) days written notice to Client to terminate this Agreement or, at its option, suspend its performance until all sums then due under this Agreement have been paid.

If NOVA is called upon by Client, or subpoenaed by any other person, to testify or produce records in an action at law, equity, arbitration, or in a pre-trial hearing or conference, as to any work performed by anyone in connection with the Project, NOVA shall be paid by the Client for all time spent while testifying and preparing therefor and producing such records in accordance with the rates set forth in the attached Agreement.

4. SAFETY

NOVA is only responsible for the safety on site of its own employees and subcontractors. However, this shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of NOVA, nor the presence of NOVA's employees and subcontractors shall be construed to imply NOVA has any responsibility for job safety or any activities on site performed by personnel other than NOVA's employees or subcontractor.

5. STANDARD OF CARE

Service performed by NOVA under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the location where the services are to be performed ("Standard of Care").

Notwithstanding anything in this Agreement to the contrary, NOVA shall only be liable to pay damages to Client arising out of or in connection with the Services or this Agreement, to the extent that such damages are caused by, and are in proportion to, the negligence of, or breach of the Standard of Care by, NOVA. If NOVA is considered to be liable jointly with any third parties, the portion of damages payable by NOVA shall be limited to the portion of liability which is attributable to NOVA's breach of the Standard of Care on a comparative fault basis. Client acknowledges that NOVA's services will be rendered without any warranty, express or implied and all such warranties are expressly waived by Client. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party, including the project owner (if not the Client) and any contractor, subcontractor, vendor or material supplier, against either the Client or NOVA.

6. INSURANCE & GENERAL LIABILITY

NOVA represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that NOVA has such coverage under public liability and property damage insurance policies which NOVA deems to be adequate and in line with other professional service firms currently practicing under similar conditions. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Additional insurance, if requested in writing by Client prior to commencement of services, will be obtained by NOVA, if procurable, and charged to the Client.

NOVA Engineering and Environmental LLC
GENERAL TERMS AND CONDITIONS

The Client shall cause any contractor responsible for the construction of work (or related activities) designed, specified or reviewed by NOVA or responsible for any other activities relating to NOVA's services, to hold harmless, indemnify and defend NOVA, to the fullest extent permitted by law, from and against any and all damages, liabilities, claims, suits, costs and expenses (including reasonable attorney's fees and other costs of investigation and defense) arising in connection with the negligence, breach of contract or strict liability of any contractor or any of their subcontractors or any of their vendors. Client shall also name, and cause such contractor(s) to name, NOVA as additional insureds on its and each such contractor's Commercial General Liability insurance policy and Umbrella/Excess liability insurance policy (with policy limits at the greater of the limits required for the Project or Five Million Dollars per occurrence and in the per project aggregate) and to maintain such coverage until the completion of its contract and to provide NOVA with a Certificate of Insurance so naming NOVA as an additional insured on an annual basis for so long as Client and/or contractor maintains or is obligated to maintain such coverage.

7. DISPUTES

All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be governed by Florida law and shall be submitted to non-binding mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and NOVA shall select a neutral mediator by mutual agreement. If a Dispute cannot be settled through mediation as set forth above, then such Dispute, if involving amounts less than \$100,000, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree following termination of mediation. Notwithstanding any other provisions of this Section, in no event shall a demand for mediation be made, or any other proceeding initiated, more than two (2) years from the date the party making demand knew or should have known of the dispute or five (5) years from the date of substantial completion of Nova's Services, whichever date shall occur earlier. All mediation, arbitration, or litigation shall take place in Broward County, Florida, unless the parties agree otherwise. The fees of the mediator or arbitrator(s) and the costs of transcription and other costs incurred by the mediator or arbitrator(s) shall be apportioned equally between the parties. Thereafter, with respect to any Disputes involving amounts equal to or greater than \$100,000, if any legal action or other proceeding is brought with respect to such Dispute, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, costs and expenses, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

8. DELAYS IN WORK

In no event, will NOVA will be responsible for delays in the work which is beyond our reasonable control or caused by Client or its agents, consultants, contractors or subcontractors. Stand-by or non-productive time for delays in our work caused by Client or its agents, consultants, contractors or subcontractors may be charged to the Client unless provided for as a separate item in the Agreement or otherwise as mutually agreed upon.

9. TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In all events of termination, NOVA shall be paid for services performed up to and through the date of termination plus reasonable expenses to demobilize. In the event of termination, or suspension for more than three (3) months, NOVA shall, at its option, be permitted to terminate this Agreement upon seven (7) days written notice to Client. Further, if said termination is prior to NOVA's completion of all reports contemplated by this Agreement, NOVA may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of NOVA in completing such analyses, records, and reports and shall be due and payable by Client promptly upon invoice from NOVA, together with all reasonable termination costs and expenses.

10. ASSIGNS

This Agreement may not be assigned by either party without the prior written consent of the other party, provided, however, that NOVA may assign this Agreement in the case of sale of all or substantially all of its assets or equity. To the extent consent is required it shall not be unreasonably withheld.

11. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by NOVA, as instruments of service, shall remain the property of NOVA and shall retain all common law, statutory and other reserved rights, including copyrights ("NOVA Documents"). Contingent on the Client's full and timely payment of all sums due under this Agreement, NOVA grants Client a non-exclusive license to use the final and complete versions of the NOVA Documents solely and exclusively for purposes set forth in this Agreement. The forgoing license does not extend to any CADD files or 3D model created by NOVA, unless expressly set forth herein. If NOVA Documents are prepared "for construction", the license granted in the preceding sentences of this Paragraph permits the Client to authorize the contractor and subcontractors, and material or equipment suppliers to reproduce applicable portions of NOVA Documents solely and exclusively for use in performing their services or construction for the Project. NOVA Documents shall only be used for their intended purpose. NOVA Documents are not to be used on other projects, for alternations, extensions or additions to this Project or for completion of this Project by others, except by agreement in writing and with appropriate compensation to NOVA. If Client is granted a license with respect to any CADD files or 3D models, Client agrees to be bound to the terms of the NOVA License for Use of Electronic Files and 3D Models. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever. NOVA will retain all pertinent records relating to the services performed for a period of three (3) years following submission of the report, during which period the records will be made available to the Client at all reasonable times and an administrative fee may be charged to the Client for retrieval and reproduction of such records.

12. FAILURE TO FOLLOW RECOMMENDATIONS

NOVA will not be held liable for problems that may occur if NOVA's recommendations are not followed.

13. LIMITATION OF LIABILITY

Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. Client acknowledges and agrees that in no event shall the liability of NOVA in connection with this Agreement or the services provided pursuant thereto exceed the fee actually paid to and received by NOVA under this Agreement or \$100,000 whichever is greater. This Agreement and the services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

Notwithstanding anything to the contrary contained in this Agreement or provided for under any applicable law, neither NOVA nor Client shall be liable to the other party, either in contract or in tort, for any consequential, incidental, indirect, special or punitive damages, including without limitation any delays damages, loss of future revenue, income or profits or any diminution of value, financing costs or costs of lost opportunities relating to this Agreement, the services or the Project, whether or not the possibility of such damages has been disclosed to the other party in advance or could have been reasonably foreseen by such other party.

14. INDEMNIFICATION

Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless NOVA, and its officers, directors, agents and employees and any of them (collectively, the "NOVA Parties") from all claims, actions, damages, liabilities, losses, costs and expenses, including reasonable attorney's fees and defense costs (collectively "Losses"), arising out of, or in any way connected with, the performance or nonperformance of NOVA's obligations under this Agreement (including, without limitation, any act of negligence, omission or default by the NOVA Parties), up to an amount not to exceed the greater of \$100,000 or twelve times the amount of the fees charged for the services provided by NOVA in connection with this Agreement and the services hereunder. The parties agree that the foregoing amount of said indemnification bears a reasonable commercial relationship to the services provided by NOVA and that the indemnification provided herein is considered a part of the project specifications. Notwithstanding the foregoing, the NOVA Parties shall not be entitled to indemnification hereunder for any Losses resulting from the NOVA Parties'

NOVA Engineering and Environmental LLC
GENERAL TERMS AND CONDITIONS

gross negligence, or willful, wanton or intentional misconduct or for any statutory violation or punitive damages (except to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Client or any of the Client's contractors, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees). Except as set forth in the preceding sentence, the NOVA Parties rights to indemnification shall include, without limitation, indemnification for any and all Losses which may be suffered by any NOVA Party as a result of any (i) failure of Client to follow or implement any of its recommendations, (ii) any breach by Client of its obligations under the Agreement, and (iii) exposure of NOVA's employees or agents to any hazardous materials at the jobsite.

Upon notice by the NOVA Parties, Client shall defend the NOVA Parties with counsel chosen by NOVA Parties, subject to the consent of Client, which consent shall not be unreasonably withheld. The parties agree that this duty to defend is separate and distinct from any indemnity obligation, and the duty shall extend to any claims asserted against the NOVA Parties arising out of or related to the project, regardless of whether Client is obligated to indemnify the NOVA Parties for the loss, claim, or damage.

15. HAZARDOUS MATERIALS

It is acknowledged by both parties that NOVA's scope of services does not include any services related to asbestos or hazardous or toxic materials unless specifically identified in our scope of services. In the event NOVA or any other party encounters asbestos or hazardous materials at the jobsite, or should it become known in any adjacent areas that may affect the performance of NOVA's services, NOVA may, without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations. In addition, the Client shall hold harmless, defend and indemnify NOVA Parties, from and against any and all Claims arising, in whole or in part, out of the discovery, presence, handling, removal or disposal of, or exposure of persons to, any hazardous materials in any form at the Project site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), bacteria, mold, fungi, lead based paints or other similar materials or other toxic substances, infectious materials, or contaminants.

16. SAMPLE DISPOSAL

Unless other arrangements are made, NOVA will dispose of all soil and rock samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by NOVA. Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, NOVA shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal.

17. AQUIFER CONTAMINATION

Client acknowledges that it is impossible for NOVA to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although NOVA will take reasonable precautions in accordance with the Standard of Care to avoid such an occurrence, Client waives any claim against, and (without limiting the generality of Section 14 hereof) agrees to indemnify and hold harmless NOVA in accordance with the terms and conditions set forth in this Agreement from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate NOVA for any time spent and expenses incurred in defense of any such claim.

18. DEFINITIONS

As used herein, the following words and their derivative words or phrases have the meanings indicated, unless otherwise specified in the various sections of this Agreement.

AGREEMENT: means the Agreement between the parties, which shall describe and govern Client's engagement of NOVA to provide services in connection with the project or work identified in the proposal (Proposal), and consists of the Proposal, these General Terms and Conditions, and any exhibits or attachments referenced in any of these documents.

CERTIFY CERTIFICATION: NOVA's opinion based on its observation of conditions, knowledge, information and beliefs. It is expressly

understood such opinions relieve no other party of any responsibility or obligation he or she has accepted by contract or custom.

ESTIMATE: An opinion of probable cost for services made by NOVA. The accuracy of probable cost for services opinion cannot be guaranteed.

INSPECT INSPECTION: The visual observation of certain aspects of construction to permit NOVA to render its professional opinion as to whether the contractor is performing the Work in a manner indicating that, when completed, the Work will be in general accordance with the approved documents. Such observations do not relieve any party from fulfillment of their customary and contractual responsibilities and obligations.

19. LIMITATION OF LIABILITY

It is intended by the parties to this Agreement that NOVA's services under this Agreement shall not subject NOVA's individual employees, officers, shareholders, managers, members or directors to any personal legal exposure for the risks associated with the services to be rendered on the project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against NOVA, a Delaware limited liability company, and not against any of NOVA's employees, shareholders, officers, managers, members or directors.

TO THE FULLEST EXTENT PERMITTED BY LAW, PURSUANT TO FLORIDA STATUTE § 558.0035, NO EMPLOYEE, OFFICER, SHAREHOLDER, MANAGER, DIRECTOR OR AGENT OF NOVA SHALL BE INDIVIDUALLY LIABLE TO CLIENT OR ANY OTHER PERSON FOR ANY NEGLIGENCE, MISCONDUCT OR WRONGFUL ACTS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR OTHERWISE, WHETHER SUCH CLAIMS ARE BASED IN CONTRACT, STATUTE, OR TORT.

20. MISCELLANEOUS

AMENDMENT: This Agreement may be amended, modified or supplemented, but only in writing signed by each of the parties hereto.

WAIVERS: The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

SEVERABILITY: If any provision or sub-provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or sub-provisions contained herein shall not be affected thereby.

INTEGRATION: This Agreement represents the entire understanding and agreement among the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and among such parties.

SOVEREIGN IMMUNITY: In the event that the Client is the State of Florida or another "state agency or subdivision" within the meaning of Florida Statute Section 768.28(2), then NOVA (and all NOVA Parties) shall for all purposes provided in this Agreement and otherwise be deemed an agent of the Client for purposes of sovereign immunity whether under Florida Statute Section 768.28 and otherwise, including without limitation Florida Statute Section 768.28(9)(a). Client shall fully cooperate, at its sole cost and expense, with NOVA and take all necessary and appropriate actions to qualify NOVA (and the NOVA Parties) for and defend its and their right of sovereign immunity as an agent of the Client for purposes of Florida law, including without limitation under Florida Statute §768.28.

NOVA Employees: Client agrees not to recruit or hire any NOVA employee currently or previously working under this Agreement during the contract period or within twelve months of termination of the contract, either for themselves or any third party. In the event Client violates this clause, NOVA shall have the right of injunctive relief, and Client shall pay NOVA \$25,000 or 25% (percent) of the employee's current annual, base salary, whichever is greater, with payment being made within 15 days of NOVA's written notice to Client of said violation.



June 12, 2017

Mr. Mike Warnke, P.E.
Volkert, Inc.
651 East Burgess Road, Suite 52
Pensacola, Florida 32504

**Subject: Proposal to Perform a Subsurface Exploration and Geotechnical Engineering Services
Pensacola Beach Congestion Management Plan – Project 2g
Pensacola Beach, Escambia County, Florida
NOVA Proposal Number 016-20170214r2**

Dear Mr. Warnke,

NOVA Engineering and Environmental LLC (NOVA) appreciates the opportunity to submit this proposal to conduct the requested geotechnical explorations for the additional parking lots (Project 2g) in Pensacola Beach – Escambia County, Florida. This proposal contains our understanding of the project, our approach to the exploration, and our fee estimate and schedule.

SITE AND PROJECT INFORMATION

Our understanding of the proposed development is based on:

- Recent conversations and email exchanges with the client; and
- Review of aerial photography via internet based GIS software, and review of readily available USGS Soil Survey data, also obtained from the internet.

We understand that a portion of the Pensacola Beach Congestion Management Plan includes adding new parking lots at three (3) locations along Via De Luna Drive and Fort Pickens Road.

Please note; this exploration is limited to the high mast lighting foundation and pavement section design aspects of the planned improvements project; hence, additional information regarding overall project development is not relevant.

PROPOSED SCOPE OF SERVICES

Our proposed scope of services is designed to evaluate the aforementioned parking lot additions to assess the subsurface conditions as they pertain to the presence of organic materials, loose or otherwise unsuitable soils, and groundwater. We anticipate that continuously sampled auger boring data will be sufficient to evaluate the subsurface conditions at each proposed parking lot area, and SPT borings will be sufficient to analyze the lighting foundations.

All drilling, sampling and testing on this project will be conducted in general accordance with ASTM procedures or other applicable standards and practices. We will not perform additional services without your prior approval.

- **Proposed Field Exploration**

Based on our experience, we recommend performing the following field services to evaluate the subsurface conditions present:

~~Via De Luna Drive near Avenue 17~~

- Perform eight (8), 5-foot deep auger borings within the proposed parking lot footprint.
- Perform eight (8), 15-foot deep SPT borings within the proposed lighting mast assemblies (borings to be completed at 60% submittal).

~~Fort Pickens Road near Sheriff Substation~~

- Perform ten (10), 5-foot deep auger borings within the proposed parking lot footprint.
- Perform ten (10), 15-foot deep SPT borings within the proposed lighting mast assemblies (borings to be completed at 60% submittal).

Via De Luna Drive at Old Visitor Center

- Perform two (2), 5-foot deep auger borings within the proposed parking lot footprint.
- Perform two (2), 15-foot deep SPT borings within the proposed lighting mast assemblies (borings to be completed at 60% submittal).

- **Laboratory Testing**

Our proposed laboratory-testing program will include visual classification of the soil samples collected during the drilling process in accordance with the Unified Soil Classification System (USCS) and ASTM standards. **Laboratory testing will also include limited classification tests (up to 12 fines content tests, 12 natural moisture content determinations and 3 LBR tests) of representative soils.**

In accordance with the attached General Terms and Conditions, soil samples will be disposed of 30-days after submittal of the final report, unless requested otherwise by the client.

- **Evaluation and Report**

Upon completion of the field exploration, we will evaluate the data obtained and prepare a written report for the site summarizing the findings, along with our conclusions and recommendations. We will keep you informed of our progress and findings throughout the course of the exploration.

If poor or unanticipated subsurface conditions are encountered, we will contact you to develop a revised scope for our services prior to proceeding. A professional engineer registered in the State of Florida will prepare the report.

Our written report will include the following:

- A description of the site, fieldwork, laboratory testing and general soil conditions encountered, as well as a Boring Location Plan, and individual Test Boring Records.
- Site preparation considerations that include geotechnical discussions regarding site stripping and subgrade preparation, and engineered fill/backfill placement.
- Recommendations for controlling groundwater and/or run-off during construction, and the need for permanent dewatering systems based on the anticipated post construction groundwater levels.
- Recommendations for subgrade preparation in the proposed parking lot areas.
- Foundation recommendations for the proposed high mast lighting (borings to be completed and report updated at 60% submittal).
- A recommended flexible pavement section based on provided or assumed traffic loadings.
- Suitability of on-site soils for re-use as structural fill and backfill. Additionally, the criteria for suitable fill materials will be provided.
- Recommended quality control measures (i.e. sampling, testing, and inspection requirements) for site grading, high mast lighting foundation, and pavement section construction.

NOVA will inform you of any obvious odors or materials seen during completion of our study. However, the assessment of site environmental conditions, the detection of pollutants in the soil, rock or groundwater, or laboratory-testing of samples, wetlands evaluation, or a site-specific seismic study are beyond the scope of this exploration. However, if requested, NOVA can also provide these services.

SITE UTILITIES

Prior to beginning field activities, NOVA will contact the underground locator service. They require 72 hours' notice to mark utilities along roadway right of ways adjacent to the sites. Beyond normal due-diligence and working with the owner's personnel, we cannot be responsible for encountering utilities.

Please note that NOVA has assumed that any permits for access, land and/or wetlands disturbance, tree cutting, etc. will be obtained by the **CLIENT** prior to our mobilization on site. Additionally, boreholes will be backfilled after completion with soil cuttings from the drilling process, and some future subsidence of the boreholes should be anticipated. No site restoration is planned and no monies have been budgeted for such. If NOVA is responsible for site clearing to access specific boring locations, any aforementioned permits, fees, site restoration, etc. are assumed to be our Client's responsibility unless we are specifically made aware of such at the time of authorization, which will result in adjustments in our budget and schedule.

COMPENSATION

The fee for our proposed scope of services will be as noted below:

- ~~◆ **Via De Luna Drive near Avenue 17:** Complete 16 soil test borings (up to 160 LF of drilling), Site cleanup (i.e. backfilling of boreholes with soil cuttings), Laboratory testing, Engineering evaluation and Reporting **\$ 4,600 Lump Sum**~~
- ~~◆ **Fort Pickens Road near Sheriff Substation:** Complete 20 soil test borings (up to 200 LF of drilling), Site cleanup (i.e. backfilling of boreholes with soil cuttings), Laboratory testing, Engineering evaluation and Reporting **\$ 5,600 Lump Sum**~~
- ◆ **Via De Luna Drive at Old Visitor Center:** Complete 4 soil test borings (up to 40 LF of drilling), Site cleanup (i.e. backfilling of boreholes with soil cuttings), Laboratory testing, Engineering evaluation and Reporting **\$ 1,900 Lump Sum**
- ◆ **TOTAL IF ALL WORK IS COMPLETED UNDER ONE REPORT** **\$10,750 Lump Sum**

The noted cost includes the electronic submittal of the written reports to our client, or to other parties specified by you. If requested, we will submit up to two “hard copies” of each report to you as well. Final costs will be based on the actual completed scope of work (if adjustments are required) and the NOVA geotechnical unit rate schedule. We will not exceed the authorized budget without prior approval.

SCHEDULE AND AUTHORIZATION

Based upon our current schedule, we can begin work on the project immediately after receiving written authorization to proceed. Our field team can likely mobilize to the site within a few days of the utility locates being completed. We anticipate that fieldwork will take approximately 1-2 days to complete. We will provide verbal findings as the field data is gathered and evaluated. The final report will be submitted within 1 week of completion of the lab work. If the report is needed sooner, NOVA will make every reasonable effort to accommodate your schedule.

To formalize the agreement between us, please execute a copy of the attached Professional Services Agreement and return it to us. The attached NOVA General Terms and Conditions will govern the work described in this proposal. Please note that the final report cannot be issued without formal, written authorization.

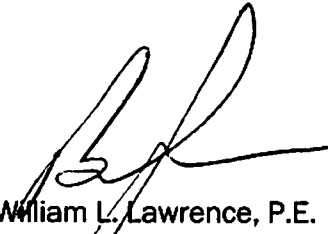
Again, we thank you for the opportunity to submit this proposal and look forward to working with you. In the meantime, please contact us if you have any questions or if we may be of further service.

Sincerely,

NOVA ENGINEERING & ENVIRONMENTAL LLC



Jesse James, E.I.
Staff Engineer



William L. Lawrence, P.E.
Branch Manager

Attachments: Professional Services Agreement
Schedule of Fees – Geotechnical Services
General Terms & Conditions



Professional Services Agreement

Date: June 12, 2017	Proposal Number: 016-20170214r2
PROJECT NAME AND ADDRESS: PBCMP – PROJECT 2G Pensacola Beach, Escambia County, Florida	CLIENT NAME AND ADDRESS: Volkert, Inc. 651 East Burgess Road, Suite 52 Pensacola, Florida 32504 Attn: Mr. Mike Warnke, P.E. Email: mike.warnke@volkert.com Phone: (850) 512-8935 Fax:
Geotechnical Services (reference Scope of Work included herein)	
<i>Accepted</i>	
Via De Luna Drive near Avenue 17 – Lump Sum	\$ 4,600 <input type="checkbox"/>
Fort Pickens Road near Sheriff's Substation – Lump Sum.....	\$ 5,600 <input type="checkbox"/>
Via De Luna Drive at Old Visitor Center – Lump Sum	\$ 1,900 <input type="checkbox"/>
All Referenced Work Herein Completed Under One Report – Lump Sum.....	\$ 10,750 <input type="checkbox"/>
Note: The costs for additional, requested and/or authorized services will be invoiced in accordance with the attached Geotechnical Services Schedule of Fees.	

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

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

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

GEOTECHNICAL SERVICES 2017 SCHEDULE OF FEES

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

Geotechnical Aide	per hour	\$ 78.00
Staff Engineer	per hour	\$ 88.00
Project Engineer and/or P.E.	per hour	\$ 100.00
Senior Engineer, P.E.	per hour	\$ 140.00
Chief Engineer, P.E.	per hour	\$ 170.00
Principal Materials Consultant	per hour	\$ 170.00

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

Mobilization	lump sum	\$ 500.00
Soil Test borings (n<50 bpf)	per foot	\$ 12.50
<i>Borings deeper than 50 feet will have a \$2.50 per foot surcharge</i>		
Casing (where required) less than 50 feet	per foot	\$ 7.00
Undisturbed Sampling	each	\$ 175.00
Extra Split-spoon samples	each	\$ 45.00
Difficult Moving or Standby	per hour	\$ 225.00
Clearing: light clearing performed by drill crew	per hour	\$ 225.00

LABORATORY *For laboratory testing of selected soil samples.*

Atterberg Limits Test	per test	\$ 75.00
Natural Moisture Content	per test	\$ 15.00
Organic Content	per test	\$ 75.00
Standard Proctor	per test	\$ 125.00
Modified Proctor	per test	\$ 145.00
Limerock Bearing Ratio (LBR) Test	per test	\$ 425.00
Grain Size Analysis	per test	\$ 100.00
Percent Fine than No. 200 sieve	per test	\$ 65.00
Constant/Falling Head Permeability Testing	per test	\$ 250.00
Resistivity, Chloride/Sulfate & pH (Corrosion)	per test	\$ 225.00
Triaxial Shear Testing (3 point CU)	per test	\$ 950.00

OTHER *For other job-related expenses.*

Clerical/Drafting	per hour	\$ 58.00
Vehicle Trip Charge	per mile	\$ 0.60
Misc. Direct Expenses/Supplies		Cost plus 20%

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

140-A Lurton Street
Pensacola, Florida 32505
850.607.7782

17612 Ashley Drive
Panama City Beach, Florida 32413
850.249.6682
850.249.6683 (Fax)

1630-C Old Bainbridge Road
Tallahassee, Florida 32303
850.421.6682

NOVA

AAR[®]
AASHTO R18

NOVA Engineering and Environmental LLC
GENERAL TERMS AND CONDITIONS

1. SCOPE OF WORK

NOVA Engineering and Environmental LLC (NOVA) shall perform the services limited to and specifically defined in this Agreement (including any Project Specific condition attached hereto) and shall invoice the Client in accordance with the compensation section of this Agreement. Any estimate of cost to the Client as stated in this Agreement or any of the accompanying schedules shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this Agreement). NOVA will provide additional services under this Agreement as requested by the Client in writing subject to acceptance by NOVA. Client will be invoiced for additional services at NOVA's standard rates or as mutually agreed upon, including but not limited to, re-reviews, re-inspections, re-tests, stand-by time, scope changes, services outside normal business hours or services provided beyond the estimated project duration. To the extent these General Terms and Conditions are part of a proposal for services, the proposal shall be valid for ninety (90) days unless otherwise stated. Once a proposal is accepted, these General Terms and Conditions shall apply to all services performed and shall survive any termination of the Agreement or completion of services.

Notwithstanding any other provision of this Agreement or any other agreement entered into by NOVA with respect to the Project, NOVA shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by NOVA (if any).

The review of contractor submittals (for example, shop drawings or project samples) is not included in NOVA's Scope of Services unless specifically set forth in this Agreement. If such services are to be provided, the review is conducted only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction drawings and specifications prepared by NOVA (or by others if so set forth in the Agreement) and is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor to the extent required by its contract. NOVA's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. NOVA's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the drawings, specifications and other documents applicable to the contractor's obligations, NOVA shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the drawings, specifications and other documents prepared by NOVA.

Neither site visits for any purpose nor the observation by NOVA of any contractor's work are included in NOVA's scope of services unless specifically set forth in this Agreement. If NOVA is engaged to visit the site and conduct observations of a contractor's work, NOVA shall provide such services at the intervals agreed with Client in writing (or if no such interval is agreed upon in writing, then at such intervals as NOVA deems appropriate given any budgetary constraints imposed by Client), subject to any limitations on the number of such visits set forth in this Agreement. The general purpose of such observations is to become generally familiar with the progress and quality of the construction work as described in the drawings, specifications or other documents specifically identified in this Agreement and to determine, in general, if such construction work is proceeding in accordance with such drawings, specifications or other identified documents. NOVA shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such construction work. On the basis of such on-site observations as an engineer, NOVA shall keep Client informed of the progress and quality of such construction work and shall endeavor to guard the Client against defects and deficiencies in such work of contractor.

2. RIGHT OF ENTRY

The Client, at its sole cost and expense, will provide for reasonable right of entry of NOVA personnel to perform the scope of work and all necessary equipment to the project site or sites, in order to complete the work.

Rev. 10-2016 - Florida

3. INVOICES

NOVA will submit invoices to Client monthly and a final bill upon completion of services. There shall be no retainage, unless otherwise agreed upon in the Agreement. NOVA shall furnish insurance certificates, lien waivers, affidavits or other reasonably available documents as and when requested by Client provided all amounts due to NOVA have been paid.

Payment is due within thirty (30) days after the receipt of invoice. Interest charges will start to accrue forty-five (45) days from the invoice date. Client agrees to pay an interest charge equal to the lesser of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts. NOVA shall be entitled to recover any and all costs incurred, including attorneys' fees ("Collection Costs") in connection with its efforts to collect past due sums. The minimum amount of such Collection Costs is agreed to be the lesser of (1) ten percent (10%) of the past due amount or (2) the maximum amount allowed by law. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client. The Client agrees to pay NOVA for its services in accordance with this Agreement, regardless of whether or not he has been paid by his client.

In the event that the Client disputes any items billed in an invoice, the Client shall notify NOVA within ten (10) days specifying the complaint and, in the meantime, all amounts to which there is not a reasonable and good faith dispute to payment shall be paid promptly. Any dispute not raised within such ten (10) day period is waived. The Client's failure to make timely payment due under this Agreement in accordance with the terms of this Agreement shall constitute a material breach of this Agreement and NOVA shall be entitled, upon seven (7) days written notice to Client to terminate this Agreement or, at its option, suspend its performance until all sums then due under this Agreement have been paid.

If NOVA is called upon by Client, or subpoenaed by any other person, to testify or produce records in an action at law, equity, arbitration, or in a pre-trial hearing or conference, as to any work performed by anyone in connection with the Project, NOVA shall be paid by the Client for all time spent while testifying and preparing therefor and producing such records in accordance with the rates set forth in the attached Agreement.

4. SAFETY

NOVA is only responsible for the safety on site of its own employees and subcontractors. However, this shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of NOVA, nor the presence of NOVA's employees and subcontractors shall be construed to imply NOVA has any responsibility for job safety or any activities on site performed by personnel other than NOVA's employees or subcontractor.

5. STANDARD OF CARE

Service performed by NOVA under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the location where the services are to be performed ("Standard of Care").

Notwithstanding anything in this Agreement to the contrary, NOVA shall only be liable to pay damages to Client arising out of or in connection with the Services or this Agreement, to the extent that such damages are caused by, and are in proportion to, the negligence of, or breach of the Standard of Care by, NOVA. If NOVA is considered to be liable jointly with any third parties, the portion of damages payable by NOVA shall be limited to the portion of liability which is attributable to NOVA's breach of the Standard of Care on a comparative fault basis. Client acknowledges that NOVA's services will be rendered without any warranty, express or implied and all such warranties are expressly waived by Client. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party, including the project owner (if not the Client) and any contractor, subcontractor, vendor or material supplier, against either the Client or NOVA.

6. INSURANCE & GENERAL LIABILITY

NOVA represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that NOVA has such coverage under public liability and property damage insurance policies which NOVA deems to be adequate and in line with other professional service firms currently practicing under similar conditions. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Additional insurance, if requested in writing by Client prior to commencement of services, will be obtained by NOVA, if procurable, and charged to the Client.

NOVA Engineering and Environmental LLC
GENERAL TERMS AND CONDITIONS

The Client shall cause any contractor responsible for the construction of work (or related activities) designed, specified or reviewed by NOVA or responsible for any other activities relating to NOVA's services, to hold harmless, indemnify and defend NOVA, to the fullest extent permitted by law, from and against any and all damages, liabilities, claims, suits, costs and expenses (including reasonable attorney's fees and other costs of investigation and defense) arising in connection with the negligence, breach of contract or strict liability of any contractor or any of their subcontractors or any of their vendors. Client shall also name, and cause such contractor(s) to name, NOVA as additional insureds on its and each such contractor's Commercial General Liability insurance policy and Umbrella/Excess liability insurance policy (with policy limits at the greater of the limits required for the Project or Five Million Dollars per occurrence and in the per project aggregate) and to maintain such coverage until the completion of its contract and to provide NOVA with a Certificate of Insurance so naming NOVA as an additional insured on an annual basis for so long as Client and/or contractor maintains or is obligated to maintain such coverage.

7. DISPUTES

All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be governed by Florida law and shall be submitted to non-binding mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and NOVA shall select a neutral mediator by mutual agreement. If a Dispute cannot be settled through mediation as set forth above, then such Dispute, if involving amounts less than \$100,000, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree following termination of mediation. Notwithstanding any other provisions of this Section, in no event shall a demand for mediation be made, or any other proceeding initiated, more than two (2) years from the date the party making demand knew or should have known of the dispute or five (5) years from the date of substantial completion of Nova's Services, whichever date shall occur earlier. All mediation, arbitration, or litigation shall take place in Broward County, Florida, unless the parties agree otherwise. The fees of the mediator or arbitrator(s) and the costs of transcription and other costs incurred by the mediator or arbitrator(s) shall be apportioned equally between the parties. Thereafter, with respect to any Disputes involving amounts equal to or greater than \$100,000, if any legal action or other proceeding is brought with respect to such Dispute, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, costs and expenses, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

8. DELAYS IN WORK

In no event, will NOVA will be responsible for delays in the work which is beyond our reasonable control or caused by Client or its agents, consultants, contractors or subcontractors. Stand-by or non-productive time for delays in our work caused by Client or its agents, consultants, contractors or subcontractors may be charged to the Client unless provided for as a separate item in the Agreement or otherwise as mutually agreed upon.

9. TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In all events of termination, NOVA shall be paid for services performed up to and through the date of termination plus reasonable expenses to demobilize. In the event of termination, or suspension for more than three (3) months, NOVA shall, at its option, be permitted to terminate this Agreement upon seven (7) days written notice to Client. Further, if said termination is prior to NOVA's completion of all reports contemplated by this Agreement, NOVA may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of NOVA in completing such analyses, records, and reports and shall be due and payable by Client promptly upon invoice from NOVA, together with all reasonable termination costs and expenses.

10. ASSIGNS

This Agreement may not be assigned by either party without the prior written consent of the other party, provided, however, that NOVA may assign this Agreement in the case of sale of all or substantially all of its assets or equity. To the extent consent is required it shall not be unreasonably withheld.

11. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by NOVA, as instruments of service, shall remain the property of NOVA and shall retain all common law, statutory and other reserved rights, including copyrights ("NOVA Documents"). Contingent on the Client's full and timely payment of all sums due under this Agreement, NOVA grants Client a non-exclusive license to use the final and complete versions of the NOVA Documents solely and exclusively for purposes set forth in this Agreement. The forgoing license does not extend to any CADD files or 3D model created by NOVA, unless expressly set forth herein. If NOVA Documents are prepared "for construction", the license granted in the preceding sentences of this Paragraph permits the Client to authorize the contractor and subcontractors, and material or equipment suppliers to reproduce applicable portions of NOVA Documents solely and exclusively for use in performing their services or construction for the Project. NOVA Documents shall only be used for their intended purpose. NOVA Documents are not to be used on other projects, for alternations, extensions or additions to this Project or for completion of this Project by others, except by agreement in writing and with appropriate compensation to NOVA. If Client is granted a license with respect to any CADD files or 3D models, Client agrees to be bound to the terms of the NOVA License for Use of Electronic Files and 3D Models. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever. NOVA will retain all pertinent records relating to the services performed for a period of three (3) years following submission of the report, during which period the records will be made available to the Client at all reasonable times and an administrative fee may be charged to the Client for retrieval and reproduction of such records.

12. FAILURE TO FOLLOW RECOMMENDATIONS

NOVA will not be held liable for problems that may occur if NOVA's recommendations are not followed.

13. LIMITATION OF LIABILITY

Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. Client acknowledges and agrees that in no event shall the liability of NOVA in connection with this Agreement or the services provided pursuant thereto exceed the fee actually paid to and received by NOVA under this Agreement or \$100,000 whichever is greater. This Agreement and the services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

Notwithstanding anything to the contrary contained in this Agreement or provided for under any applicable law, neither NOVA nor Client shall be liable to the other party, either in contract or in tort, for any consequential, incidental, indirect, special or punitive damages, including without limitation any delays damages, loss of future revenue, income or profits or any diminution of value, financing costs or costs of lost opportunities relating to this Agreement, the services or the Project, whether or not the possibility of such damages has been disclosed to the other party in advance or could have been reasonably foreseen by such other party.

14. INDEMNIFICATION

Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless NOVA, and its officers, directors, agents and employees and any of them (collectively, the "NOVA Parties") from all claims, actions, damages, liabilities, losses, costs and expenses, including reasonable attorney's fees and defense costs (collectively "Losses"), arising out of, or in any way connected with, the performance or nonperformance of NOVA's obligations under this Agreement (including, without limitation, any act of negligence, omission or default by the NOVA Parties), up to an amount not to exceed the greater of \$100,000 or twelve times the amount of the fees charged for the services provided by NOVA in connection with this Agreement and the services hereunder. The parties agree that the foregoing amount of said indemnification bears a reasonable commercial relationship to the services provided by NOVA and that the indemnification provided herein is considered a part of the project specifications. Notwithstanding the foregoing, the NOVA Parties shall not be entitled to indemnification hereunder for any Losses resulting from the NOVA Parties'

NOVA Engineering and Environmental LLC
GENERAL TERMS AND CONDITIONS

gross negligence, or willful, wanton or intentional misconduct or for any statutory violation or punitive damages (except to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Client or any of the Client's contractors, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees). Except as set forth in the preceding sentence, the NOVA Parties rights to indemnification shall include, without limitation, indemnification for any and all Losses which may be suffered by any NOVA Party as a result of any (i) failure of Client to follow or implement any of its recommendations, (ii) any breach by Client of its obligations under the Agreement, and (iii) exposure of NOVA's employees or agents to any hazardous materials at the jobsite.

Upon notice by the NOVA Parties, Client shall defend the NOVA Parties with counsel chosen by NOVA Parties, subject to the consent of Client, which consent shall not be unreasonably withheld. The parties agree that this duty to defend is separate and distinct from any indemnity obligation, and the duty shall extend to any claims asserted against the NOVA Parties arising out of or related to the project, regardless of whether Client is obligated to indemnify the NOVA Parties for the loss, claim, or damage.

15. HAZARDOUS MATERIALS

It is acknowledged by both parties that NOVA's scope of services does not include any services related to asbestos or hazardous or toxic materials unless specifically identified in our scope of services. In the event NOVA or any other party encounters asbestos or hazardous materials at the jobsite, or should it become known in any adjacent areas that may affect the performance of NOVA's services, NOVA may, without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations. In addition, the Client shall hold harmless, defend and indemnify NOVA Parties, from and against any and all Claims arising, in whole or in part, out of the discovery, presence, handling, removal or disposal of, or exposure of persons to, any hazardous materials in any form at the Project site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), bacteria, mold, fungi, lead based paints or other similar materials or other toxic substances, infectious materials, or contaminants.

16. SAMPLE DISPOSAL

Unless other arrangements are made, NOVA will dispose of all soil and rock samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by NOVA. Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, NOVA shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal.

17. AQUIFER CONTAMINATION

Client acknowledges that it is impossible for NOVA to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although NOVA will take reasonable precautions in accordance with the Standard of Care to avoid such an occurrence, Client waives any claim against, and (without limiting the generality of Section 14 hereof) agrees to indemnify and hold harmless NOVA in accordance with the terms and conditions set forth in this Agreement from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate NOVA for any time spent and expenses incurred in defense of any such claim.

18. DEFINITIONS

As used herein, the following words and their derivative words or phrases have the meanings indicated, unless otherwise specified in the various sections of this Agreement.

AGREEMENT: means the Agreement between the parties, which shall describe and govern Client's engagement of NOVA to provide services in connection with the project or work identified in the proposal (Proposal), and consists of the Proposal, these General Terms and Conditions, and any exhibits or attachments referenced in any of these documents.

CERTIFY, CERTIFICATION: NOVA's opinion based on its observation of conditions, knowledge, information and beliefs. It is expressly

understood such opinions relieve no other party of any responsibility or obligation he or she has accepted by contract or custom.

ESTIMATE: An opinion of probable cost for services made by NOVA. The accuracy of probable cost for services opinion cannot be guaranteed.

INSPECT, INSPECTION: The visual observation of certain aspects of construction to permit NOVA to render its professional opinion as to whether the contractor is performing the Work in a manner indicating that, when completed, the Work will be in general accordance with the approved documents. Such observations do not relieve any party from fulfillment of their customary and contractual responsibilities and obligations.

19. LIMITATION OF LIABILITY

It is intended by the parties to this Agreement that NOVA's services under this Agreement shall not subject NOVA's individual employees, officers, shareholders, managers, members or directors to any personal legal exposure for the risks associated with the services to be rendered on the project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against NOVA, a Delaware limited liability company, and not against any of NOVA's employees, shareholders, officers, managers, members or directors.

TO THE FULLEST EXTENT PERMITTED BY LAW, PURSUANT TO FLORIDA STATUTE § 558.0035, NO EMPLOYEE, OFFICER, SHAREHOLDER, MANAGER, DIRECTOR OR AGENT OF NOVA SHALL BE INDIVIDUALLY LIABLE TO CLIENT OR ANY OTHER PERSON FOR ANY NEGLIGENCE, MISCONDUCT OR WRONGFUL ACTS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR OTHERWISE, WHETHER SUCH CLAIMS ARE BASED IN CONTRACT, STATUTE, OR TORT.

20. MISCELLANEOUS

AMENDMENT: This Agreement may be amended, modified or supplemented, but only in writing signed by each of the parties hereto.

WAIVERS: The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

SEVERABILITY: If any provision or sub-provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or sub-provisions contained herein shall not be affected thereby.

INTEGRATION: This Agreement represents the entire understanding and agreement among the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and among such parties.

SOVEREIGN IMMUNITY: In the event that the Client is the State of Florida or another "state agency or subdivision" within the meaning of Florida Statute Section 768.28(2), then NOVA (and all NOVA Parties) shall for all purposes provided in this Agreement and otherwise be deemed an agent of the Client for purposes of sovereign immunity whether under Florida Statute Section 768.28 and otherwise, including without limitation Florida Statute Section 768.28(9)(a). Client shall fully cooperate, at its sole cost and expense, with NOVA and take all necessary and appropriate actions to qualify NOVA (and the NOVA Parties) for and defend its and their right of sovereign immunity as an agent of the Client for purposes of Florida law, including without limitation under Florida Statute §768.28.

NOVA Employees: Client agrees not to recruit or hire any NOVA employee currently or previously working under this Agreement during the contract period or within twelve months of termination of the contract, either for themselves or any third party. In the event Client violates this clause, NOVA shall have the right of injunctive relief, and Client shall pay NOVA \$25,000 or 25% (percent) of the employee's current annual, base salary, whichever is greater, with payment being made within 15 days of NOVA's written notice to Client of said violation.

Interoffice **MEMO**

To: Mike Warnke
From: Brett Gaar *BGT*
CC: Paige Felts
Date: June 12, 2017
Re: Pensacola Beach Roadway Improvements (Environmental Proposal 17-PO606)

**NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
STORMWATER PERMIT APPLICATION**

- Complete the Notice of Registration (NOI) for the referenced site. Volkert will contact the client to obtain general information through a telephone interview. Once complete, the NOI will be submitted to the client for review, signature, and submittal to ADEM with the appropriate fee.
- Develop a Construction Best Management Practices Plan (CBMPP) which outlines appropriate soil and sediment erosion control practices, along with other measures, to reduce the likelihood of pollution resulting from stormwater run-off. This CBMPP will be prepared by a qualified professional. Volkert will perform a site visit and take into consideration erosion control measures currently in-place at the site when developing the CBMPP.

Client Responsibilities for the NPDES Permit Application


To complete this project in a timely and efficient manner, Volkert requests the following:

- Authorization to proceed. Authorization can be given by signing and returning this proposal.
- Information necessary to complete the NOI, as requested during the telephone interview.
- Copies of the current and/or proposed site plan identifying major construction areas, chemical storage areas, topography, current erosion, and sediment control measures in-place at the site and the name of the primary contractor at the site.
- The names and addresses for all NPDES or other environmental permits, authorizations, or certificates which have been issued by ADEM, EPA or other agencies to you (applicant, parent corporation or LLC member) for this facility.

The work described above will be performed for a Lump Sum fee of \$2,000.00. This Lump Sum fee does not include the required ADEM permit application fee.

VOLKERT -- *engineering a safe work environment.*

Interoffice **MEMO**

To: Mike Warnke
From: Brett Gaar 
CC: Paige Felts
Date: June 6, 2017
Re: Pensacola Beach Old Visitor's Center Parking Lot
(Environmental Proposal 17-P0604)

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP)/
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT (NFWWMD) –
ENVIRONMENTAL RESOURCE PERMIT**

The FDEP's Environmental Resource Permit regulates activities involving the alteration of surface water flows. This includes new activities in uplands that generate storm water runoff from upland construction, as well as dredging and filling in wetlands and other surface waters. Volkert will assist the Client with the following:

- Preparation of permit application.
- Preparation of necessary attachments.
- Site visit FDEP/NFWWMD staff.

The Work Described Above Will Be Performed for A Lump Sum Fee Of \$3,500.00. This service does not include survey costs, application fees, or costs for additional studies that may be required (e.g. archaeological, T & E surveys).

VOLKERT -- *engineering a safe work environment.*

**LIGHTING SCOPE OF WORK FOR
ROADWAYS, ROUNDABOUTS AND PEDESTRIAN TUNNELS
PENSACOLA BEACH CONGESTION IMPROVEMENTS
PENSACOLA, FLORIDA**

Description of Work:

Evaluate existing roadway lighting system and provide necessary modifications to illuminate the roadway, two (2) new roundabouts, and three (3) pedestrian tunnels in conjunction with other improvements associated with this project. Pedestrian tunnels will be equipped with CCTV systems.

Design Approach:

The existing lighting system in the project area will be modeled using the AGI32 lighting software by Lighting Analysts. These areas include roughly ¼ mile along Via De Luna Drive, approximately 500' of Fort Pickens Road and 300' of the access drive in front of Sidelines. New lighting layouts will be designed for the roundabouts and their approaches. Photometric analysis shall include separate calculation grids for pedestrian conflict areas.

The roadway lighting design will provide maintained illuminance averages, uniformities, and veiling glare ratios in accordance with the latest edition of Illuminating Engineering Society of North America (IESNA) RP-8-14, Roadway Lighting. Roundabouts shall be illuminated per IESNA DG-19-08, Design Guide for Roundabout Lighting.

A single layout will be designed to allow for at least two (2) manufacturer's luminaires to use the same pole locations and mounting heights and still meet or exceed IESNA minimum recommendations. Unless otherwise directed, the basis of design for new roadway luminaires will be the Cooper Galleon and the Holophane Mongoose, using LED light sources (to be confirmed and coordinated with Owner prior to design).

One (1) single line wiring diagram will be designed based on the highest manufacturer's luminaire and ballast/driver load.

It is expected that proposed light poles will be served from existing service points. Branch circuits (or portions of branch circuits) will be replaced with new conduit and conductors as needed to serve new pole locations. New service points and/or circuits will be considered on a case by case basis.

Lighting systems for the new pedestrian tunnels will be designed to meet or exceed IESNA RP-8, Table 7 recommendations. Conduit and conductors will be designed and provided for lighting. Conduits and junction boxes will be provided for CCTV cameras. Actual CCTV equipment and wiring to be provided by others. All conduits within pedestrian tunnels shall be embedded and concealed within the structures.

Deliverables:

Lighting plans will be created and included in the overall plan set. This will include general electrical notes, lighting layouts, wiring diagrams, pole schedules, design criteria, and construction details including pole foundations.

Cadd files will be in Microstation or AutoCAD format. All project files will be submitted on DVD or CD's at the end of the project. Project files will include voltage drop calculations, lighting calculations, correspondence, cadd files, luminaire/pole cut sheets, and an Engineer's opinion of probable construction costs based on unit prices provided by FDOT and/or RS Means.

Limited Construction Administration services will be included under this contract to address contractor questions and perform submittal reviews.

Assumptions:

- Volkert will stake all proposed pole locations (if required) prior to review meeting
- One (1) review meeting is anticipated
- Borings and Passive Pressure Graphs or L-piles to be provided by Volkert's sub consultant

Excluded from Scope of Services:

FAA coordination

Railroad coordination

Development of Record Drawings

Escambia County
Pensacola Beach Roadway Project Structural Proposal
Scope of Services

Scope of Services for this Proposal includes the following:

Design and details for 3 similar pedestrian underpasses. Design options include bridges and precast or cast-in-place, 3-sided or box culverts. Drawings will include details for phase construction such as joints or closure pours between the phases.

Design and details for permanent retaining walls on each side the roadway extending out in both directions from each underpass. (12 walls total) Wall options include cast-in-place cantilever, MSE and Segmental Block Walls.

Design and details for critical temporary retaining walls to retain fill during phase construction. Temporary walls will be required for both Phase 1 and Phase 2 construction of each underpass. (6 walls total)

Pensacola Beach Roundabout
Stormwater Drainage Pump Station for
Pedestrian Underpasses

Scope of Services:

Volkert will provide professional and engineering services to design a storm water conveyance system from low points in three pedestrian underpasses to nearby existing or proposed storm water conveyance systems. Design of the system is limited to the following:

1. Trench drains and a submersible pump station for each pedestrian underpass.
2. Submersible pump stations will consist of:
 - a. Duplex pump arrangement
 - b. Mercury float level switches
 - c. High water level alarm
 - d. Removable perforated trash basket
 - e. Check valve
 - f. Isolation valve
 - g. Lockable hatch
3. Pedestal mounted NEMA 4X control panels with flashing red light for high water alarm.
4. Electrical connections to existing/proposed street lighting system.

Assumptions:

1. Power is readily available from nearby light poles or signal wiring.
2. Use of trench grating is acceptable. (In urban areas there is concern with high heeled shoes, etc. Our assumption is that this will be casual shoe areas.)
3. It is anticipated that three smaller pump stations will be utilized with force main discharge locations within 50 LF of each pump station. (One larger pump station may be considered but due to the separation of the pedestrian underpasses, high groundwater table and the crowded utility corridors our assumption is to provide three smaller stations.)
4. Maintenance requirements for the trash baskets associated with each pump station is acceptable to the client.

Exclusions:

1. Only storm drainage related to underpasses and associated sidewalk ramps are included in design calculations for the pump stations. Roadway drainage is being addressed elsewhere.
2. Stations will be designed for a 10 year storm event. Flooding from overflowing of roadway drainage or ocean swells will not be accommodated by the pedestrian underpass pump stations.
3. No generator or back up power supply is included in the design.
4. No odor control system included
5. No vector control system included



June 12, 2017

Mr. Mike Warnke
6601 N. Davis Highway
Suite 53
Pensacola, FL 32504

RE: Pensacola Beach Congestion Management Plan-Landscape Architecture Proposal

Dear Mr. Warnke:

Jerry Pate Design, Inc. is pleased to submit this proposal for landscape architectural services related to the Pensacola Beach Congestion Management Plan for Project 1-Via De Luna Roundabouts and Pedestrian Underpasses; Project 2-Sheriff Substation Parking Lot; Project 3-Old Visitor Center Parking Lot; Project 4-Existing Fire Station Parking Lot. This proposal is based upon the Landscape Architecture Scope of Services outlined below and the schematic site master plans noting the area of work for each scope and objectives for the project, our communications on scope and objectives, and the level of effort required to complete the scope of services.

Landscape Architecture Services—This service will involve the landscape architecture, to include planting design, hardscape design and irrigation design for each project as outlined below (Design of monument signage or artwork at roundabout focal points is not included). Jerry Pate Design will attend and participate in the required and pertinent project meetings and presentations throughout the design process.

- Coordinate with Project Civil Engineer
- Consultation with Project Civil Engineer during Site Planning Phase
- Provide complete landscape, hardscape and irrigation design plans and specifications for the proposed improvements- 30%, 90% and final
- Cost Estimates in accordance with the latest Escambia County Pricing Agreement- preliminary at 30%, final draft at 90% and final at 100%
- Construction Inspection Services for Landscaping/Irrigation/Hardscape Installation Oversight

These services do not include any surveying or engineering services. Permit fees will be an additional cost to the owner.

Fee Summary—Our fee summary is presented as follows.

Project 1—Via De Luna Roundabouts and Pedestrian Underpasses

Consult during Site Planning Phase	\$3,205
30% Documents	\$7,650
90% Documents	\$11,600

Final Documents	\$10,550
Construction Inspection	\$4,275
Total LA Fees	\$37,280

~~**Project 2-Sheriff Substation Parking Lot**~~

Consult during Site Planning Phase	\$1,705
30% Documents	\$5,980
90% Documents	\$7,200
Final Documents	\$5,500
Construction Inspection	\$1,630
Total LA Fees Project 2a	\$22,015

~~**Project 3-Old Visitor Center Parking Lot**~~

Consult during Site Planning Phase	\$450
30% Documents	\$3,950
90% Documents	\$3,950
Final Documents	\$2,425
Construction Inspection	\$720
Total LA Fees	\$11,495

~~**Project 4-Existing Fire Station Parking Lot**~~

Consult during Site Planning Phase	\$1,075
30% Documents	\$5,450
90% Documents	\$6,075
Final Documents	\$4,025
Construction Inspection	\$1,020
Total LA Fees	\$17,645

Hourly Fee Summary

Lead Landscape Architect	\$150/hr
Landscape Architect Associate	\$125/hr
Certified Irrigation Designer	\$110/hr
CAD Designer	\$75/hr
Administration	\$50/hr

We look forward to providing you these landscape architectural services for the Pensacola Beach Congestion Management Plan. Please feel free to call me should you have any questions regarding this proposal.

Sincerely,



Steve Dana
Vice President
Jerry Pate Design



Volkert Pensacola Beach Fee Breakdown

12-Jun-17

Project 1 - Via De Luna Roundabouts and Pedestrian Underpasses

	Lead LA @ \$150/hr		LA Associate @ \$125/hr		CID @ \$110/hr		CAD Designer @ \$75/hr		Admin @ \$50/hr		Proposed Fee
	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	
	150		125		110		75		50		
Consult During Site Planning	15	\$ 2,250.00	5	\$ 625.00	3	\$ 330.00	0	\$ -	0	\$ -	\$ 3,205.00
30% Docs	20	\$ 3,000.00	20	\$ 2,500.00	5	\$ 550.00	20	\$ 1,500.00	2	\$ 100.00	\$ 7,650.00
90% Docs	25	\$ 3,750.00	40	\$ 5,000.00	10	\$ 1,100.00	22	\$ 1,650.00	2	\$ 100.00	\$ 11,600.00
Final Docs	20	\$ 3,000.00	30	\$ 3,750.00	20	\$ 2,200.00	20	\$ 1,500.00	2	\$ 100.00	\$ 10,550.00
Construction Inspection	20	\$ 3,000.00	5	\$ 625.00	5	\$ 550.00	0	\$ -	2	\$ 100.00	\$ 4,275.00
Total		\$ 15,000.00		\$ 12,500.00		\$ 4,730.00		\$ 4,650.00		\$ 400.00	\$ 37,280.00

Project 2 - Sheriff Substation Parking Lot

Consult During Site Planning	5	\$ 750.00	5	\$ 625.00	3	\$ 330.00	0	\$ -	0	\$ -	\$ 1,705.00
30% Docs	15	\$ 2,250.00	10	\$ 1,250.00	8	\$ 880.00	20	\$ 1,500.00	2	\$ 100.00	\$ 5,980.00
90% Docs	15	\$ 2,250.00	15	\$ 1,875.00	10	\$ 1,100.00	25	\$ 1,875.00	2	\$ 100.00	\$ 7,200.00
Final Docs	5	\$ 750.00	15	\$ 1,875.00	15	\$ 1,650.00	15	\$ 1,125.00	2	\$ 100.00	\$ 5,500.00
Construction Inspection	8	\$ 1,200.00	0	\$ -	3	\$ 330.00	0	\$ -	2	\$ 100.00	\$ 1,630.00
Total		\$ 7,200.00		\$ 5,625.00		\$ 4,290.00		\$ 4,500.00		\$ 400.00	\$ 22,015.00

Project 3 - Old Visitor Center Parking Lot

Consult During Site Planning	3	\$ 450.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 450.00
30% Docs	5	\$ 750.00	10	\$ 1,250.00	10	\$ 1,100.00	10	\$ 750.00	2	\$ 100.00	\$ 3,950.00
90% Docs	5	\$ 750.00	10	\$ 1,250.00	10	\$ 1,100.00	10	\$ 750.00	2	\$ 100.00	\$ 3,950.00
Final Docs	1	\$ 150.00	10	\$ 1,250.00	5	\$ 550.00	5	\$ 375.00	2	\$ 100.00	\$ 2,425.00
Construction Inspection	3	\$ 450.00	0	\$ -	2	\$ 220.00	0	\$ -	1	\$ 50.00	\$ 720.00
Total		\$ 2,550.00		\$ 3,750.00		\$ 2,970.00		\$ 1,875.00		\$ 350.00	\$ 11,495.00

Project 4 - Existing Fire Station Parking Lot

Consult During Site Planning	3	\$ 450.00	5	\$ 625.00	0	\$ -	0	\$ -	0	\$ -	\$ 1,075.00
30% Docs	10	\$ 1,500.00	10	\$ 1,250.00	10	\$ 1,100.00	20	\$ 1,500.00	2	\$ 100.00	\$ 5,450.00
90% Docs	10	\$ 1,500.00	16	\$ 1,875.00	10	\$ 1,100.00	20	\$ 1,500.00	2	\$ 100.00	\$ 6,075.00
Final Docs	5	\$ 750.00	15	\$ 1,875.00	5	\$ 550.00	10	\$ 750.00	2	\$ 100.00	\$ 4,025.00
Construction Inspection	5	\$ 750.00	0	\$ -	2	\$ 220.00	0	\$ -	1	\$ 50.00	\$ 1,020.00
Total		\$ 4,950.00		\$ 5,625.00		\$ 2,970.00		\$ 3,750.00		\$ 350.00	\$ 17,695.00

Public Involvement Services for Pensacola Beach Master Plan Design and Construction Phases

This Scope provides a description of EPR public involvement activities during the design and construction of the major phases of the Pensacola Beach Congestion Master Plan, including but not limited to communicating and receiving information from all interested persons, groups, and government organizations.

Task Series

Task 1 – General Public Involvement Tasks

1.1 Public Involvement Program

Prepare the Public Involvement Program. Activities to include but not limited to review and provide comments.

1.2 Public Involvement Data Collection

Starting with data collected during the design phase, this task includes the development and maintenance of mailing lists, correspondence, collecting and maintaining news articles and stories, public circulars, and transcripts from radio and TV news clips through the duration of the study. In addition, EPR shall prepare, organize and update resident and business mailing lists for the use of the project.

This task includes the work that EPR was to complete investigate and catalogue prospective sites for any meetings. Consideration shall be given to seating capacity, sound system, lighting, and display space, and any other physical characteristics which would influence the selection of this site.

Data will include information gathering during the CMP phase.

1.3 Notice Of Intent

N/A

1.4 Advance Notification

N/A

1.5 Scheduled Public Meetings

EPR shall provide all support, personnel, materials and facilitation tasks necessary for Volkert to participate in various public meetings, which may include but not limited to:

a. Elected Officials Meeting

There will be two meetings one during design and the other prior to the initiation of construction. EPR will assist VOLKERT to prepare all

necessary displays, maps, script, etc. EPR will actively participate in all portions of the presentation.

c. Public Construction Kick-off Meeting

EPR will find and set a meeting location, provide draft meeting layout, edit and prepare media distribution (radio, newspaper, and etc.), and provide minor site signs. In addition, EPR will prepare, review and mail property owner letters. EPR will provide engineering and administrative staff to provide meeting preparation, set-up meeting displays, handle crowd movement, check-in meeting attendees and etc. EPR shall prepare all meeting graphics, newsletters, newspaper ads, notification letters, and scripts with the exception of large board displays and presentations. EPR will actively participate in all portions of the presentation and will facilitate all meetings – unless otherwise notified by the Volkert. EPR will distribute newsletters and flyers to local schools, business, public agencies, local churches, other local organizations as determined by Volkert and the Client. EPR will assist VOLKERT to prepare all other necessary displays, maps, script, etc.

d Design Informational Meeting

EPR will find and set a meeting location, provide draft meeting layout, edit and prepare media distribution (radio, newspaper, and etc.), and provide minor site signs. In addition, EPR will prepare, review and mail property owner letters. EPR will provide engineering and administrative staff to provide meeting preparation, set-up meeting displays, handle crowd movement, check-in meeting attendees and etc. EPR shall prepare all meeting graphics, newsletters, newspaper ads, notification letters, and scripts with the exception of large board displays and presentations. EPR will actively participate in all portions of the presentation and will facilitate all meetings – unless otherwise notified by the Volkert. EPR will distribute newsletters and flyers to local schools, business, public agencies, local churches, other local organizations as determined by Volkert and the Client. EPR will assist VOLKERT to prepare all other necessary displays, maps, script, etc.

e. Alternatives Public Meeting – N/A

1.6 Un-Scheduled Public and Agency Meetings (includes small group or one on one meetings)

Includes 20 "One on One" and/or small group meetings and 3 agency meetings.

One on One or Small Group Meeting - EPR will find and set meeting location, provide draft meeting layout, EPR will provide engineering and administrative staff to provide meeting preparation, set-up meeting displays and facilitate meeting. EPR shall prepare all meeting graphics with the exception of large board displays and presentations. EPR will actively participate in all portions of

the presentation and will facilitate all meetings – unless otherwise notified by the Volkert.

Agency Meetings – Includes Santa Rosa County Authority updates. Subconsultant to attend as requested. Attendance shall include one staff member only.

1.7 Public Hearing - N/A

1.8 Location and Design Concept Acceptance Notice/Notification of Approved Environmental Document from FHWA - N/A

1.9 Special Public Involvement Requirements

1.9.1 General Public Correspondence – This task includes the compiling and responding to comments received on the project and the summarizing of the coordination effort. The hours associated for this task are project specific, 2 hours per month.

1.9.2 News Letters, Preparation / Distribution (during construction)– Preparation of newsletters – one every three months. Total of 4 newsletters. EPR will distribute newsletters and flyers to local schools, business, public agencies, local churches, other local organizations as determined by Volkert and the Client.

1.9.3 Web Site Development - Preparation of banner and other material for the County to include on the County website

1.9.4 Web Site Maintenance – Updating the website content every month at 4 hours per update – twelve months.

1.9.5 Videos, Renderings, Informational Cards, etc. – Develop and distribution educational material how to use a two lane roundabout. The material will be distributed to hotels and condo management as well as public meetings.

2 CEI Public Outreach

Provide timely, professional responses to project inquiries including emails, telephone calls, etc. Provide consistent project updates to Escambia Website or project Facebook page. Project updates shall include construction and design timeline, project progress postings, public safety information, driver reminders, and etc.

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Pensacola Beach CMP Design and Construction
 County: Escambia County
 FPN: PD 15-16-007
 FAP No: N/A

Consult Name: Engineering & Planning Resources, PC
 Consult No: 11A
 Date: 7/17/2017
 Estimator: Bonita Flager

Staff Classification	Total Staff Hours From "SIC Summary - Firm"	Project Manager	Public Involvement Coordinator	Public Involvement Assistant Coordinator	Technician	Technician	Technician	Clerical	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
Public Involvement	896	45	224	188	108	99	99	134	0	0	0	0	0	897	\$61,517	\$68.58
Engineering Analysis & Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Environmental Analysis & Reports	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	896	45	224	188	108	99	99	134	0	0	0	0	0	897		
Total Staff Cost		\$6,075.00	\$24,684.80	\$15,265.60	\$4,698.00	\$2,871.00	\$2,871.00	\$5,051.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$61,517.20	\$68.58

Check - \$61,517.20

SALARY RELATED COSTS	\$61,517.20
OVERHEAD	\$0.00
OPERATING MARGIN	\$0.00
FCCM (Facilities Capital Cost Money)	\$0.00
EXPENSES	\$3,691.03
SALARY RELATED SUBTOTAL:	\$65,208.23
Survey (Field - if by Sub) 0.00 4-man crew day / day	\$0.00
SUBTOTAL - SUBCONSULTANT	\$65,208.23
Optional Services	\$0.00
SUBCONSULTANT TOTAL ESTIMATED FEE:	\$65,208.23

Note

1. This sheet to be used by Subconsultant to calculate its fee

Cost Estimate for Basic Services
Pensacola Beach Congestion Management Plan- Parking Lot Additions Design

Task 1- Surveying Services	Rate	Manhour	Cost
Project Manager	\$155.00	4	\$620.00
Supervisor	\$170.00	0	\$0.00
Staff 2 Professional	\$120.00	0	\$0.00
Staff 1 Professional	\$85.00	0	\$0.00
CAD Tech	\$100.00	0	\$0.00
Total Direct Labor			\$620.00
Other Services			
Piitman, Glaze and Associates Surveying Services			\$9,260.00
Total Task 1 Estimate			\$9,880.00

LS

Task 2- Geotechnical Services	Rate	Manhour	Cost
Project Manager	\$155.00	4	\$620.00
Supervisor	\$170.00	0	\$0.00
Staff 2 Professional	\$120.00	0	\$0.00
Staff 1 Professional	\$85.00	0	\$0.00
CAD Tech	\$100.00	0	\$0.00
Total Direct Labor			\$620.00
Other Services			
NOVA Engineering Geotechnical Services Including GPR			\$11,500.00
Total Task 2 Estimate			\$12,120.00

LS

Task 3- Civil Design Services for Casino Beach Parking Area	Rate	Manhour	Cost
Project Manager	\$155.00	63	\$9,765.00
Supervisor	\$170.00	0	\$0.00
Staff 2 Professional	\$120.00	240	\$28,800.00
Staff 1 Professional	\$85.00	153	\$13,005.00
CAD Tech	\$100.00	234	\$23,400.00
Total Direct Labor			\$74,970.00
Other Services			
Environmental Services			\$53,750.00
Jerry Pate Design- Landscape Architecture Services			\$18,713.00
Jerry Pate Design- Irrigation Design			\$3,302.00
Task 3 Estimate			\$150,735.00

LS

Task 4- Civil Design Services for Parking Area Near Fire Station	Rate	Manhour	Cost
Project Manager	\$155.00	55	\$8,525.00
Supervisor	\$170.00	0	\$0.00
Staff 2 Professional	\$120.00	186	\$22,320.00
Staff 1 Professional	\$85.00	110	\$9,350.00
CAD Tech	\$100.00	205	\$20,500.00
Total Direct Labor			\$60,695.00
Other Services			
Environmental Services			\$5,750.00
Jerry Pate Design- Landscape Architecture Services			\$14,998.00
Jerry Pate Design- Irrigation Design			\$2,647.00
Total Task 4 Estimate			\$84,090.00

LS

Total(All Tasks) \$256,825.00 LS



**Manhour Estimate for Engineering Services
Pensacola Beach Congestion Management Plan- Parking Lot Additions Design**

Task 1- Surveying Services	Project Manager	Supervisor	Staff 2 Prof.	Staff 1 Prof.	CAD Tech
1 Coordination	4	0	0	0	0
Total	4	0	0	0	0

Task 2- Geotechnical Services	Project Manager	Supervisor	Staff 2 Prof.	Staff 1 Prof.	CAD Tech
1 Coordination	4	0	0	0	0
Total	4	0	0	0	0

Task 3- Civil Design Services Casino Beach Parking Area	Project Manager	Supervisor	Staff 2 Prof.	Staff 1 Prof.	CAD Tech
1 Coordination w/ Escambia County Staff	2	0	4	4	0
2 Field Reviews of Existing Site Conditions	2	0	6	6	0
3 Green Infrastructure Coordination/Oversight	16	0	16	0	0
4 80% Plan Development	3	0	44	51	98
5 80% Plan Review Meeting	2	0	0	0	0
6 90% Plan Development	2	0	30	32	54
7 90% Plan Review Meeting	2	0	0	0	0
8 100% Plan Development	2	0	20	20	32
9 100% Plan Review Meeting	2	0	0	0	0
10 Cost Estimates/Quantities	0	0	20	16	16
11 Lighting Design	0	0	40	0	20
12 Utility Coordination	0	0	12	12	0
13 Preparation of Bid Documents	0	0	6	0	0
14 Bidding Services	2	0	8	4	0
15 Limited Construction Admin	8	0	8	0	0
16 As-Built Certifications	0	0	6	8	16
17 QA/QC reviews	20	0	20	0	0
Total	63	0	240	153	234

Task 4- Civil Design Services Parking Area Near Fire Station	Project Manager	Supervisor	Staff 2 Prof.	Staff 1 Prof.	CAD Tech
1 Coordination w/ Escambia County Staff	2	0	4	4	0
2 Field Reviews of Existing Site Conditions	2	0	4	4	0
3 Green Infrastructure Coordination/Oversight	12	0	12	0	0
4 80% Plan Development	3	0	32	36	83
5 80% Plan Review Meeting	2	0	0	0	0
6 90% Plan Development	2	0	20	20	54
7 90% Plan Review Meeting	2	0	0	0	0
8 100% Plan Development	2	0	16	16	24
9 100% Plan Review Meeting	2	0	0	0	0
10 Cost Estimates/Quantities	0	0	12	8	12
11 Lighting Design	0	0	32	0	16
12 Utility Coordination	0	0	8	8	0
13 Preparation of Bid Documents	0	0	6	0	0
14 Bidding Services	2	0	8	4	0
15 Limited Construction Admin	8	0	8	0	0
16 As-Built Certifications	0	0	8	10	16
17 QA/QC reviews	18	0	18	0	0
Total	55	0	188	110	205

Cost Estimate for Basic Services
Pensacola Beach Congestion Management Plan- Alternative C Roadway Design and Old Visitors Center Parking Area

Task 1- Surveying Services	Rate	Manhour	Cost
Principal	\$230.81	0	\$0.00
Project Manager	\$155.00	0	\$0.00
Supervisor	\$170.00	0	\$0.00
Staff 2 Professional	\$120.00	0	\$0.00
Staff 1 Professional	\$85.00	0	\$0.00
Senior Designer	\$114.41	0	\$0.00
CAD Tech	\$100.00	0	\$0.00
Total Direct Labor			\$0.00
Other Services			
Volkert Surveying Services			\$45,000.00
Total Task 1 Estimate			\$45,000.00

Task 2- Geotechnical Services	Rate	Manhour	Cost
Principal	\$230.81	0	\$0.00
Project Manager	\$155.00	8	\$1,240.00
Supervisor	\$170.00	0	\$0.00
Staff 2 Professional	\$120.00	8	\$960.00
Staff 1 Professional	\$85.00	0	\$0.00
Senior Designer	\$114.41	0	\$0.00
CAD Tech	\$100.00	0	\$0.00
Total Direct Labor			\$2,200.00
Other Services			
NOVA Engineering Geotechnical Services			\$17,550.00
NOVA Engineering GPR Services			\$1,500.00
Total Task 2 Estimate			\$21,250.00

Task 3- Civil Design Services for Alternative C	Rate	Manhour	Cost
Principal	\$230.81	50	\$11,540.50
Project Manager	\$155.00	1090	\$168,950.00
Supervisor	\$170.00	213	\$36,210.00
Staff 2 Professional	\$120.00	1611	\$193,320.00
Staff 1 Professional	\$85.00	1446	\$122,910.00
Senior Designer	\$114.41	460	\$52,828.60
CAD Tech	\$100.00	1977	\$197,700.00
Total Direct Labor			\$783,259.10
Other Services			
Environmental Services			\$2,000.00
Jerry Pate Design Landscape Architecture Services			\$31,688.00
Jerry Pate Design Irrigation Design			\$5,592.00
Task 3 Estimate			\$822,539.10

Task 4- Civil Design Services for Old Visitors Center Parking Area	Rate	Manhour	Cost
Principal	\$230.81	0	\$0.00
Project Manager	\$155.00	26	\$4,030.00
Supervisor	\$170.00	0	\$0.00
Staff 2 Professional	\$120.00	114	\$13,680.00
Staff 1 Professional	\$85.00	0	\$0.00
Senior Designer	\$114.41	0	\$0.00
CAD Tech	\$100.00	114	\$11,400.00
Total Direct Labor			\$29,110.00
Other Services			
Environmental Services			\$3,500.00
Task 4 Estimate			\$32,610.00

Task 5- Public Involvement and Roundabout Education Program	Rate	Manhour	Cost
Principal	\$230.81	0	\$0.00
Project Manager	\$155.00	280	\$43,400.00
Supervisor	\$170.00	0	\$0.00
Staff 2 Professional	\$120.00	240	\$28,800.00
Staff 1 Professional	\$85.00	130	\$11,050.00
Senior Designer	\$114.41	0	\$0.00
CAD Tech	\$100.00	150	\$15,000.00
Total Direct Labor			\$98,250.00
Other Services			
EPR Public Involvement Services			\$65,208.23
Task 5 Estimate			\$163,458.23

Total	\$1,084,857.33
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Manhour Estimate for Engineering Services
Pensacola Beach Congestion Management Plan- Alternative C Roadway Design and Old Visitors Center Parking Area

Task 1- Surveying Services	Principal	Project Manager	Supervisor	Staff 2 Prof.	Staff 1 Prof.	Designer	CAD Tech
1	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0

Task 2- Geotechnical Services	Principal	Project Manager	Supervisor	Staff 2 Prof.	Staff 1 Prof.	Designer	CAD Tech
1 Coordination	0	8	0	8	0	0	0
Total	0	8	0	8	0	0	0

Task 3- Civil Design Services for Alternative C	Principal	Project Manager	Supervisor	Staff 2 Prof.	Staff 1 Prof.	Designer	CAD Tech
1 Coordination w/ Escambia County Staff	0	8	4	8	0	0	0
2 Field Reviews of Existing Site Conditions	0	16	16	16	16	0	0
3 30% Plan Development	10	160	16	280	280	100	380
4 30% Plan Review Meeting	0	4	0	4	0	0	0
5 60% Plan Development	10	150	16	260	260	120	350
6 60% Plan Review Meeting	0	4	0	4	0	0	0
7 90% Plan Development	10	100	16	240	240	80	320
8 90% Plan Review Meeting	0	4	0	4	0	0	0
9 100% Plan Development	10	95	12	220	220	70	300
10 100% Plan Review Meeting	0	4	0	4	0	0	0
11 Cost Estimates/Quantities	0	80	16	120	100	20	120
12 Lighting & CCTV Design	0	0	0	130	0	0	64
13 Structural Design- Underpasses and Retaining Walls	0	213	61	0	121	0	213
14 Utility Coordination	0	80	8	120	120	50	120
15 Preparation of Bid Documents	0	30	5	15	15	0	0
16 Bidding Services	0	16	0	16	16	0	0
17 Limited Construction Admin	0	30	0	30	30	0	0
18 As-Built Certifications	0	16	0	40	40	20	80
19 QA/QC reviews	10	80	40	80	0	0	0
Total	50	1090	213	1611	1440	450	1977

Task 4- Civil Design Services for Old Visitor Center Parking Area	Principal	Project Manager	Supervisor	Staff 2 Prof.	Staff 1 Prof.	Designer	CAD Tech
1 Coordination w/ Escambia County Staff	0	1	0	2	0	0	0
2 Field Reviews of Existing Site Conditions	0	1	0	2	0	0	2
3 Green Infrastructure Coordination/Oversight	0	6	0	6	0	0	0
4 30% Plan Development	0	2	0	10	0	0	24
5 30% Plan Review Meeting	0	2	0	0	0	0	0
6 60% Plan Development	0	0	0	12	0	0	24
7 60% Plan Review Meeting	0	2	0	0	0	0	0
8 90% Plan Development	0	0	0	12	0	0	24
9 90% Plan Review Meeting	0	2	0	0	0	0	0
10 100% Plan Development	0	0	0	10	0	0	18
11 100% Plan Review Meeting	0	2	0	0	0	0	0
12 Cost Estimates/Quantities	0	0	0	6	0	0	6
13 Lighting Design	0	0	0	20	0	0	8
14 Utility Coordination	0	0	0	6	0	0	0
15 Preparation of Bid Documents	0	0	0	6	0	0	0
16 Bidding Services	0	2	0	6	0	0	0
17 Limited Construction Admin	0	0	0	6	0	0	0
18 As-Built Certifications	0	0	0	4	0	0	8
19 QA/QC reviews	0	6	0	6	0	0	0
Total	0	28	0	114	0	0	114

Task 5- Public Involvement and Roundabout Education Program	Principal	Project Manager	Supervisor	Staff 2 Prof.	Staff 1 Prof.	Designer	Designer/CAD Tech
1 Public Involvement- MOT reviews w/ Businesses	0	120	0	100	30	0	30
2 Roundabout Education Program	0	160	0	140	100	0	120
Total	0	280	0	240	130	0	150

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-22. Approval of Various Consent Agenda Items – Continued


12. Approving the reallocation of funds from the Capital Improvement Program, totaling \$13,500, as follows (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210107, Object Code 56301):

	Project Name	District	Project No.
FROM	Pensacola Beach Master Plan Drainage Project (Drainage)	4	15EN3354
TO	Pensacola Beach Congestion Management Project (Transportation)	4	15EN3344

13. Taking the following action concerning the conveyance of an Easement for Electric Service, to Gulf Power Company, on County-owned property located on Beulah Road, for the Emerald Coast Utilities Authority Interim Material Recovery Facility (Funding Source: Fund 401, Solid Waste, Cost Center 230301, Object Code 54901):
- A. Approving to grant an Easement for Electric Service to Gulf Power Company, as shown on Exhibit "A," on County-owned property located on Beulah Road, for the Emerald Coast Utilities Authority (ECUA) Interim Material Recovery Facility (IMRF); and
 - B. Authorizing the Chairman to sign the Easement document and any other documents associated with the granting of the Easement for Electric Service.

The Perdido Landfill, located at 13009 Beulah Road, has been identified as the site for the ECUA IMRF. To facilitate its plans to provide electrical service from Beulah Road into the IMRF, Gulf Power is requesting the conveyance of an Easement for Electric Service, as shown on Exhibit "A." Waste Services staff has reviewed this request and the construction plans for the IMRF, and supports Gulf Power's request for the said Easement.

REGULAR BCC AGENDA – Continued

12. Committee of the Whole Recommendation 

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, taking the following action, as recommended by the Committee of the Whole (C/W), at the June 15, 2017, C/W Workshop, as amended to include approving to identify the \$10 million for District 4 to be placed against the Beach Congestion Management Plan:

- A. Approving that each District will receive \$10 million for discretionary money from Local Option Sales Tax IV, \$1 million per year, per District, over ten years (C/W Item #5);

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, taking the following action, as recommended by the Committee of the Whole (C/W), at the June 15, 2017, C/W Workshop, as amended to correct the amount of the Change Order to \$462,658.92:

- B. Approving a Change Order to J. Miller Construction, Inc., for \$462,658.92, and directing the County Attorney to send a demand letter to Baskerville-Donovan, Inc., for that amount (C/W Item #6); and

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, taking the following action, as recommended by the Committee of the Whole (C/W), at the June 15, 2017, C/W Workshop, as amended to also direct staff to continue working towards bringing back to the Board an action item to provide for the acquisition of Midtown Commerce Park properties from the EPA [Environmental Protection Agency], to include any necessary agreement with DEP [Department of Environmental Protection]; and direct staff to bring to the Board a marketing and development plan for the site no later than the August Committee of the Whole [Workshop]:

- C. Approving to continue forward with taking the Midtown Commerce Park property over from the City of Pensacola, in accordance with the letter received from the City of Pensacola stating that at its June 11 meeting, the Pensacola City Council approved the Mayor's recommendations to deed to the County, at no cost, the real property located at 3910 North Palafox Street, to de-annex the portion of the Midtown Commerce Park currently under City jurisdiction, and agreeing not to annex any portion of the site, after development, for a period of 15 years (C/W Item #7).

Speaker(s):

Robert Rinke



Volkert, Inc.

6601 N. Davis Highway
Suite 53
Pensacola, FL 32504

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volkert@volkert.com

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July 17, 2017

Mr. David Forte, Division Manager
Transportation and Traffic Ops Division
Escambia County
Public Works Department
3363 West Park Place
Pensacola, FL 32505

**Re: Pensacola Beach Congestion Management Plan- Supplement #1-
Phase II- Parking Lot Additions- Scope of Services and Fee Proposal- Revised
Escambia County Contract # PD 15-16.007 / PO161017**

Dear Mr. Forte,

Volkert, Inc. is pleased to provide the included professional services scope of work for the Pensacola Beach Congestion Management Plan- Parking Lot Additions Project. In accordance with the Escambia County BOCC recommendations we will be providing survey, geotechnical, GPR, design, permitting and Limited Construction oversight for the Casino Beach Parking Area and Parking Area near the Fire Station.

The Scope of Services will include the following:

Task 1- Surveying Services:

Surveying Services:

- Provide Boundary, Topographic and Location Survey of the existing parcels for the proposed parking lots additions including existing buildings, trees, utilities, above ground improvements, adjacent roadways, driveways, GPR locations, etc. Topographic Survey to be in Accordance State Plane Coordinates,

NAVD 88 Elevation Data and in accordance with the Escambia County Guidelines and the Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers

- Surveyor to provide review copy for submittal prior to Engineering Design
- Surveyor to verify control points in place prior to start of construction
- All work to be completed in accordance Pittman Glaze proposal dated June 17, 2017

Deliverables:

- Signed and Sealed Topographical/Location Survey- All items to be provided in Electronic (.pdf) and 2 Hard Copies.

Office Locations:

Birmingham, Foley, Mobile, Montgomery, Alabama • Chipley, Ft. Myers, Gainesville, Orlando, Pensacola, Panama City, Tampa, Florida • Atlanta, Georgia • Collinsville, Wheaton, Illinois • Baton Rouge, New Orleans, Shreveport, Slidell, Louisiana Jackson, Mississippi • Raleigh, Wilmington, North Carolina • Harrisburg, Pennsylvania • Chattanooga, Nashville, Tennessee Austin, Dallas-Ft. Worth, Houston, Texas • Alexandria, Chesapeake, Virginia • Washington, D.C.



Task 2- Geotechnical Services:

Geotechnical Services:

- Parking Area near Fire Station Complete 16 Auger Borings (up to 160 LF of drilling)
Parking Area near Sheriff's Substation- Complete 20 Auger Borings (up to 200 LF of drilling)
- GPR Services for the Entrance Points for Parking Areas and Trolley Turn-off
- Water table determination- Including at High-tide and Low-Tide
- Site cleanup (i.e. backfilling of boreholes with soil cuttings and patching the asphalt)
- Laboratory analysis to include limited classification tests, moisture content and permeability tests
- Engineering evaluation and reporting for pavement buildup and light pole foundations
- All work to be completed in accordance NOVA proposal dated June 17, 2017

Deliverables:

- Signed and Sealed Copy of Final Geotechnical Report- All items to be provided in Electronic (.pdf) and 2 Hard Copies.

Task 3- Civil Design Services for Casino Beach Parking Area:

Engineering Services:

- Coordination with Escambia County Staff and NFWFMD
- Field Reviews of Existing Site Conditions
- Sub-Consultant Oversight and coordination
- Green Infrastructure Coordination/Oversight
- Base substitution request to Escambia County Engineer
- Complete Plans and Specifications for Parking Area in general accordance with the proposed Parking area Sketch and Rendering- 60%, 90% and 100%.
- Plan Reviews with County Staff, Pensacola Beach Sheriff and SRIA for Each Submittal including cursory review meeting prior to submittals- 60%, 90% and 100%
- Schedule updates at each submittal- 60%, 90% and 100%
- Cost Estimates in accordance with the latest Escambia County Pricing Agreement and FDOT average-initial draft at 60%, final draft at 90% and final at 100%.
- Provide Complete Parking Lot Lighting Design in accordance with included Lighting Design SOW
- Utility Coordination in accordance with the Latest Escambia County requirements
- Prepare Bid Documents, as required, in accordance with Escambia County Requirements
- Attend one (1) pre-bid meeting with Escambia County Engineering and Purchasing Departments
- Respond to all RFI's and issue any addendums throughout the Bid Process
- Attend one (1) bid opening meeting with Escambia County Engineering and Purchasing Departments
- Tabulate Bids and make recommendation to Escambia County for apparent low bidder
- Attend one (1) Preconstruction Conference with Escambia County Staff and the selected Contractor

Office Locations:

Birmingham, Foley, Mobile, Montgomery, Alabama • Chipley, Ft. Myers, Gainesville, Orlando, Pensacola, Panama City, Tampa, Florida • Atlanta, Georgia • Collinsville, Wheaton, Illinois • Baton Rouge, New Orleans, Shreveport, Slidell, Louisiana Jackson, Mississippi • Raleigh, Wilmington, North Carolina • Harrisburg, Pennsylvania • Chattanooga, Nashville, Tennessee Austin, Dallas-Ft. Worth, Houston, Texas • Alexandria, Chesapeake, Virginia • Washington, D.C.



- Provide Limited Administration Services to address issues with design, unforeseen conditions, monitor construction and as-built inspections
- Prepare As-Built Certification based on Contractor provided redlines, post construction meetings and inspections

Deliverables:

- **60% Submittal:** Signed and Sealed Topographical Survey, Signed and Sealed Copy of the Geotechnical Report, 60% Plans which include preliminary Key Sheet/General Notes/Existing Area/Demo Drawings/Draft of Proposed Area Improvements/Details/SWPPP/Cross Sections Summary of Pay Items/Details/Summary of Quantities - All items to be provided in Electronic(.pdf) and 2 Hard Copies. Initial Draft Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- **90% Submittal-** 90% Plans which include Key Sheet/General Notes/ Existing Parking Area/Demo Drawings/Proposed Area Improvements /Summary of Pay Items/Details/Summary of Quantities/Cross Sections, response to received comments - 2 Hard Copies, 1 electronic copy (original format and .pdf) Final Draft Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- **100% Submittal-** 100% Plans which include Key Sheet/General Notes/ Existing Parking Area/Demo Drawings/Proposed Area Improvements /Summary of Pay Items/Details/Summary of Quantities/Cross Sections, response to received comments - 2 Hard Copies, 1 electronic copy (original format and .pdf) Final Cost Estimate - 1 Hard Copy, 1 electronic copy (original format and .pdf) Bid Documents in accordance Escambia County requirements- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- **As-Built/Closeout-** As-Built Certification based on Contractor provided redlines, post construction meetings and inspections - 2 Hard Copies, 1 electronic copy (original format and .pdf)

Environmental Services:

- Provide Environmental Permitting in accordance with included Environmental Proposal 17-P0605

Landscape Architecture Services:

- Provide Landscape Architecture Services in accordance proposal from Jerry Pate Design dated June 12, 2017

Task 4- Civil Design Services for Parking Area near Fire Station:

Engineering Services:

- Coordination with Escambia County Staff and NFWFMD
- Field Reviews of Existing Site Conditions
- Sub-Consultant Oversight and coordination
- Green Infrastructure Coordination/Oversight
- Base substitution request to Escambia County Engineer
- Complete Plans and Specifications for Parking Area in general accordance with the proposed Parking area Sketch and Rendering- 60%, 90% and 100%.
- Plan Reviews with County Staff, Pensacola Beach Sherriff and SRIA for Each Submittal including cursory review meeting prior to submittals- 60%, 90% and 100%

Office Locations:

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- Schedule updates at each submittal- 60%, 90% and 100%
- Cost Estimates in accordance with the latest Escambia County Pricing Agreement and FDOT average-initial draft at 60%, final draft at 90% and final at 100%.
- Provide Complete Parking Lot Lighting Design in accordance with included Lighting Design SOW
- Utility Coordination in accordance with the Latest Escambia County requirements
- Prepare Bid Documents, as required, in accordance with Escambia County Requirements
- Attend one (1) pre-bid meeting with Escambia County Engineering and Purchasing Departments
- Respond to all RFI's and issue any addendums throughout the Bid Process
- Attend one (1) bid opening meeting with Escambia County Engineering and Purchasing Departments
- Tabulate Bids and make recommendation to Escambia County for apparent low bidder
- Attend one (1) Preconstruction Conference with Escambia County Staff and the selected Contractor
- Provide Limited Administration Services to address issues with design, unforeseen conditions, monitor construction and as-built inspections
- Prepare As-Built Certification based on Contractor provided redlines, post construction meetings and inspections

Deliverables:

- **60% Submittal:** Signed and Sealed Topographical Survey, Signed and Sealed Copy of the Geotechnical Report, 60% Plans which include preliminary Key Sheet/General Notes/Existing Area/Demo Drawings/Draft of Proposed Area Improvements/Details/SWPPP/Cross Sections Summary of Pay Items/Details/Summary of Quantities, response to received comments - All items to be provided in Electronic(.pdf) and 2 Hard Copies.
Initial Draft Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- **90% Submittal-** 90% Plans which include Key Sheet/General Notes/ Existing Parking Area/Demo Drawings/Proposed Area Improvements /Summary of Pay Items/Details/Summary of Quantities/Cross Sections, response to received comments - 2 Hard Copies, 1 electronic copy (original format and .pdf)
Final Draft Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- **100% Submittal-** 100% Plans which include Key Sheet/General Notes/ Existing Parking Area/Demo Drawings/Proposed Area Improvements /Summary of Pay Items/Details/Summary of Quantities/Cross Sections, response to received comments - 2 Hard Copies, 1 electronic copy (original format and .pdf)
Final Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)
Bid Documents in accordance Escambia County requirements- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- **As-Built/Closeout-** As-Built Certification based on Contractor provided redlines, post construction meetings and inspections - 2 Hard Copies, 1 electronic copy (original format and .pdf)

Environmental Services:

- Provide Environmental Permitting in accordance with included Environmental Proposal 17-P0603

Office Locations:

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Volkert, Inc.

6601 N. Davis Highway
Suite 53
Pensacola, FL 32504

Office 850.477.7485
Fax 850.477.7517
volkert@volkert.com

www.volkert.com

Landscape Architecture Services:

- Provide Landscape Architecture Services in accordance proposal from Jerry Pate Design dated June 12, 2017

Fees: In accordance with included man-hour fee proposal.

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

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

Sincerely,

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

Office Locations:

Birmingham, Foley, Mobile, Montgomery, Alabama • Chipley, Ft. Myers, Gainesville, Orlando, Pensacola, Panama City, Tampa, Florida • Atlanta, Georgia • Collinsville, Wheaton, Illinois • Baton Rouge, New Orleans, Shreveport, Slidell, Louisiana Jackson, Mississippi • Raleigh, Wilmington, North Carolina • Harrisburg, Pennsylvania • Chattanooga, Nashville, Tennessee Austin, Dallas-Ft. Worth, Houston, Texas • Alexandria, Chesapeake, Virginia • Washington, D.C.



Manhour Estimate for Engineering Services
Pensacola Beach Congestion Management Plan- Parking Lot Additions Design

Task 1- Surveying Services	Project Manager	Supervisor	Staff 2 Prof.	Staff 1 Prof.	CAD Tech
1 Coordination	4	0	0	0	0
Total	4	0	0	0	0

Task 2- Geotechnical Services	Project Manager	Supervisor	Staff 2 Prof.	Staff 1 Prof.	CAD Tech
1 Coordination	4	0	0	0	0
Total	4	0	0	0	0

Task 3- Civil Design Services Casino Beach Parking Area	Project Manager	Supervisor	Staff 2 Prof.	Staff 1 Prof.	CAD Tech
1 Coordination w/ Escambia County Staff	2	0	4	4	0
2 Field Reviews of Existing Site Conditions	2	0	6	6	0
3 Green Infrastructure Coordination/Oversight	16	0	16	0	0
4 60% Plan Development	3	0	44	51	96
5 60% Plan Review Meeting	2	0	0	0	0
6 90% Plan Development	2	0	30	32	54
7 90% Plan Review Meeting	2	0	0	0	0
8 100% Plan Development	2	0	20	20	32
9 100% Plan Review Meeting	2	0	0	0	0
10 Cost Estimates/Quantities	0	0	20	16	16
11 Lighting Design	0	0	40	0	20
12 Utility Coordination	0	0	12	12	0
13 Preparation of Bid Documents	0	0	6	0	0
14 Bidding Services	2	0	8	4	0
15 Limited Construction Admin.	8	0	8	0	0
16 As-Built Certifications	0	0	6	8	16
17 QA/QC reviews	20	0	20	0	0
Total	63	0	240	153	234

Task 4- Civil Design Services Parking Area Near Fire Station	Project Manager	Supervisor	Staff 2 Prof.	Staff 1 Prof.	CAD Tech
1 Coordination w/ Escambia County Staff	2	0	4	4	0
2 Field Reviews of Existing Site Conditions	2	0	4	4	0
3 Green Infrastructure Coordination/Oversight	12	0	12	0	0
4 60% Plan Development	3	0	32	36	83
5 60% Plan Review Meeting	2	0	0	0	0
6 90% Plan Development	2	0	20	20	54
7 90% Plan Review Meeting	2	0	0	0	0
8 100% Plan Development	2	0	16	16	24
9 100% Plan Review Meeting	2	0	0	0	0
10 Cost Estimates/Quantities	0	0	12	8	12
11 Lighting Design	0	0	32	0	16
12 Utility Coordination	0	0	8	8	0
13 Preparation of Bid Documents	0	0	6	0	0
14 Bidding Services	2	0	8	4	0
15 Limited Construction Admin.	8	0	8	0	0
16 As-Built Certifications	0	0	8	10	16
17 QA/QC reviews	16	0	16	0	0
Total	55	0	186	110	205

Cost Estimate for Basic Services
Pensacola Beach Congestion Management Plan- Parking Lot Additions Design

Task 1- Surveying Services	Rate	Manhour	Cost
Project Manager	\$155.00	4	\$620.00
Supervisor	\$170.00	0	\$0.00
Staff 2 Professional	\$120.00	0	\$0.00
Staff 1 Professional	\$85.00	0	\$0.00
CAD Tech	\$100.00	0	\$0.00
Total Direct Labor			\$620.00
Other Services			
Piitman, Glaze and Associates Surveying Services			\$9,260.00
Total Task 1 Estimate			\$9,880.00

LS

Task 2- Geotechnical Services	Rate	Manhour	Cost
Project Manager	\$155.00	4	\$620.00
Supervisor	\$170.00	0	\$0.00
Staff 2 Professional	\$120.00	0	\$0.00
Staff 1 Professional	\$85.00	0	\$0.00
CAD Tech	\$100.00	0	\$0.00
Total Direct Labor			\$620.00
Other Services			
NOVA Engineering Geotechnical Services Including GPR			\$11,500.00
Total Task 2 Estimate			\$12,120.00

LS

Task 3- Civil Design Services for Casino Beach Parking Area	Rate	Manhour	Cost
Project Manager	\$155.00	63	\$9,765.00
Supervisor	\$170.00	0	\$0.00
Staff 2 Professional	\$120.00	240	\$28,800.00
Staff 1 Professional	\$85.00	153	\$13,005.00
CAD Tech	\$100.00	234	\$23,400.00
Total Direct Labor			\$74,970.00
Other Services			
Environmental Services			\$53,750.00
Jerry Pate Design- Landscape Architecture Services			\$18,713.00
Jerry Pate Design- Irrigation Design			\$3,302.00
Task 3 Estimate			\$150,735.00

LS

Task 4- Civil Design Services for Parking Area Near Fire Station	Rate	Manhour	Cost
Project Manager	\$155.00	55	\$8,525.00
Supervisor	\$170.00	0	\$0.00
Staff 2 Professional	\$120.00	186	\$22,320.00
Staff 1 Professional	\$85.00	110	\$9,350.00
CAD Tech	\$100.00	205	\$20,500.00
Total Direct Labor			\$60,695.00
Other Services			
Environmental Services			\$5,750.00
Jerry Pate Design- Landscape Architecture Services			\$14,998.00
Jerry Pate Design- Irrigation Design			\$2,647.00
Total Task 4 Estimate			\$84,090.00

LS

Total(All Tasks) \$256,825.00 LS

PITTMAN,
GLAZE AND
ASSOCIATES, INC.
LAND SURVEYORS



Providing Professional Surveying Services Since 1976
 Licensed in Florida and Alabama

July 17, 2017

Mike Warnke
 Volkert, Inc.
 (850) 512-8935

Ref: Pensacola Beach Parking Lot Additions

Dear Mr. Warnke:

In response to your request for an estimate to supply surveying services for the referenced project, we submit the following:

Scope of Work – Site 1- Area near Fire Station

Boundary - topo - adjacent improvements - topo to centerline of Via Deluna

<u>Field Work</u>	<u>Hours</u>	<u>Cost</u>
1. Horizontal Control	5 hrs.	
2. GPS	2 hrs.	
3. Vertical Control (NAVD 88)	2 hrs.	
4. Locate improvements	6 hrs.	
5. Topo shots (50' grid)	10 hrs.	
6. Verify control before construction	<u>4 hrs.</u>	
Total Field Crew	29 hrs.	\$4,060.00
<u>Office Work</u>	<u>Hours</u>	<u>Cost</u>
1. Drafting/calculations/research	10 hrs.	\$650.00
2. Professional Land Surveyor/Supervision	5 hrs.	<u>\$475.00</u>
Subtotal		\$5,185.00

Scope of Work – Site 2 – Casino Beach Parking Area

Approximate Boundary - topo - adjacent improvements - topo to centerline of Via Deluna

<u>Field Work</u>	<u>Hours</u>	<u>Cost</u>
1. Horizontal Control	5 hrs.	
2. GPS	2 hrs.	
3. Vertical Control (NAVD 88)	2 hrs.	
4. Locate improvements	3 hrs.	
5. Topo shots (50' grid)	6 hrs.	
6. Verify control before construction	<u>4 hrs.</u>	
Total Field Crew	22 hrs.	\$3,080.00
<u>Office Work</u>	<u>Hours</u>	<u>Cost</u>
1. Drafting/calculations/research	8 hrs.	\$520.00
2. Professional Land Surveyor/Supervision	5 hrs.	<u>\$475.00</u>
Subtotal		\$4,075.00



PITTMAN,
GLAZE AND
ASSOCIATES, INC.
LAND SURVEYORS

Providing Professional Surveying Services Since 1976
Licensed in Florida and Alabama

Scope of Work – Site 3 – Old Visitor Center Area
Approximate Boundary - topo - adjacent improvements - topo to centerline of adjacent roads

<u>Field Work</u>	<u>Hours</u>	<u>Cost</u>
1. Horizontal Control	4 hrs.	
2. GPS	1 hrs.	
3. Vertical Control (NAVD 88)	2 hrs.	
4. Locate improvements	3 hrs.	
5. Topo shots (50' grid)	6 hrs.	
6. Verify control before construction	<u>2 hrs.</u>	
Total Field Crew	18 hrs.	\$2,520.00
<u>Office Work</u>	<u>Hours</u>	<u>Cost</u>
1. Drafting/calculations/research	6 hrs.	\$390.00
2. Professional Land Surveyor/Supervision	3 hrs.	<u>\$285.00</u>
Subtotal		\$3,195.00
Grand Total		\$12,455.00

We appreciate this opportunity to present this proposal to you and we would look forward to working with you on the project. If you have any questions, please don't hesitate to call me.

Thank you,



David D. Glaze, P. S. M.

DDG/bo

To accept proposal and execute notice to proceed please sign, date, and return. _____
Signature and Date

*Surveyor not responsible for acquiring underground utility location, but will locate all utilities flagged by clients' representatives

TERMS: Net tenth of month following purchase, unless specified otherwise. All accounts 30 days past due will be subjected to a monthly service charge of one and one half percent, with a minimum of \$0.50 until paid. This represents an annual percentage interest rate of eighteen percent.

✦ 5700 N. Davis Hwy., Ste. 3, Pensacola, FL 32503 ✦ ph (850) 434-6666 ✦ fx (850) 434-6661 ✦
 ✦ www.pittmanglaze.com ✦ email: pgasurvey@bellsouth.net ✦



July 17, 2017

Mr. Mike Warnke, P.E.

Volkert, Inc.

651 East Burgess Road, Suite 52

Pensacola, Florida 32504

Subject: Proposal to Perform a Subsurface Exploration and Geotechnical Engineering Services
Pensacola Beach Congestion Management Plan – Project 2g
Pensacola Beach, Escambia County, Florida
NOVA Proposal Number 016-20170214r3

Dear Mr. Warnke,

NOVA Engineering and Environmental LLC (NOVA) appreciates the opportunity to submit this proposal to conduct the requested geotechnical explorations for the additional parking lots (Project 2g) in Pensacola Beach – Escambia County, Florida. This proposal contains our understanding of the project, our approach to the exploration, and our fee estimate and schedule.

SITE AND PROJECT INFORMATION

Our understanding of the proposed development is based on:

- Recent conversations and email exchanges with the client; and
- Review of aerial photography via internet based GIS software, and review of readily available USGS Soil Survey data, also obtained from the internet.

We understand that a portion of the Pensacola Beach Congestion Management Plan includes adding new parking lots at three (3) locations along Via De Luna Drive and Fort Pickens Road.

Please note; this exploration is limited to the high mast lighting foundation and pavement section design aspects of the planned improvements project; hence, additional information regarding overall project development is not relevant.

PROPOSED SCOPE OF SERVICES

Our proposed scope of services is designed to evaluate the aforementioned parking lot additions to assess the subsurface conditions as they pertain to the presence of organic materials, loose or otherwise unsuitable soils, and groundwater. We anticipate that continuously sampled auger boring data will be sufficient to evaluate the subsurface conditions at each proposed parking lot area, and SPT borings will be sufficient to analyze the lighting foundations.

All drilling, sampling and testing on this project will be conducted in general accordance with ASTM procedures or other applicable standards and practices. We will not perform additional services without your prior approval.

- **Proposed Field Exploration**

Based on our experience, we recommend performing the following field services to evaluate the subsurface conditions present:

Via De Luna Drive near Avenue 17

- Perform eight (8), 5-foot deep auger borings within the proposed parking lot footprint.
- Perform eight (8), 15-foot deep SPT borings within the proposed lighting mast assemblies (borings to be completed at 60% submittal).
- Perform GPR scanning for a 25'x50' area at two (2) entrance drives off Via De Luna Drive.

Fort Pickens Road near Sheriff Substation

- Perform ten (10), 5-foot deep auger borings within the proposed parking lot footprint.
- Perform ten (10), 15-foot deep SPT borings within the proposed lighting mast assemblies (borings to be completed at 60% submittal).
- Perform GPR scanning for a 25'x50' area at two (2) entrance drives off Fort Pickens Road.

Via De Luna Drive at Old Visitor Center

- Perform two (2), 5-foot deep auger borings within the proposed parking lot footprint.
- Perform two (2), 15-foot deep SPT borings within the proposed lighting mast assemblies (borings to be completed at 60% submittal).

- **Laboratory Testing**

Our proposed laboratory-testing program will include visual classification of the soil samples collected during the drilling process in accordance with the Unified Soil Classification System (USCS) and ASTM standards. **Laboratory testing will also include limited classification tests (up to 12 fines content tests, 12 natural moisture content determinations and 3 LBR tests) of representative soils.**

In accordance with the attached General Terms and Conditions, soil samples will be disposed of 30-days after submittal of the final report, unless requested otherwise by the client.

- **Evaluation and Report**

Upon completion of the field exploration, we will evaluate the data obtained and prepare a written report for the site summarizing the findings, along with our conclusions and recommendations. We will keep you informed of our progress and findings throughout the course of the exploration.

If poor or unanticipated subsurface conditions are encountered, we will contact you to develop a revised scope for our services prior to proceeding. A professional engineer registered in the State of Florida will prepare the report.

Our written report will include the following:

- A description of the site, fieldwork, laboratory testing and general soil conditions encountered, as well as a Boring Location Plan, and individual Test Boring Records.
- Site preparation considerations that include geotechnical discussions regarding site stripping and subgrade preparation, and engineered fill/backfill placement.
- Recommendations for controlling groundwater and/or run-off during construction, and the need for permanent dewatering systems based on the anticipated post construction groundwater levels.
- Recommendations for subgrade preparation in the proposed parking lot areas.
- Foundation recommendations for the proposed high mast lighting (borings to be completed and report updated at 60% submittal).
- A recommended flexible pavement section based on provided or assumed traffic loadings.
- GPR scan results (including maps showing approximate locations of subsurface utilities).
- Suitability of on-site soils for re-use as structural fill and backfill. Additionally, the criteria for suitable fill materials will be provided.
- Recommended quality control measures (i.e. sampling, testing, and inspection requirements) for site grading, high mast lighting foundation, and pavement section construction.

NOVA will inform you of any obvious odors or materials seen during completion of our study. However, the assessment of site environmental conditions, the detection of pollutants in the soil, rock or groundwater, or laboratory-testing of samples, wetlands evaluation, or a site-specific seismic study are beyond the scope of this exploration. However, if requested, NOVA can also provide these services.

SITE UTILITIES

Prior to beginning field activities, NOVA will contact the underground locator service. They require 72 hours' notice to mark utilities along roadway right of ways adjacent to the sites. Beyond normal due-diligence and working with the owner's personnel, we cannot be responsible for encountering utilities.

Please note that NOVA has assumed that any permits for access, land and/or wetlands disturbance, tree cutting, etc. will be obtained by the **CLIENT** prior to our mobilization on site. Additionally, boreholes will be backfilled after completion with soil cuttings from the drilling process, and some future subsidence of the boreholes should be anticipated. No site restoration is planned and no monies have been budgeted for such. If NOVA is responsible for site clearing to access specific boring locations, any aforementioned permits, fees, site restoration, etc. are assumed to be our Client's responsibility unless we are specifically made aware of such at the time of authorization, which will result in adjustments in our budget and schedule.

COMPENSATION

The fee for our proposed scope of services will be as noted below:

- ◆ **Via De Luna Drive near Avenue 17:** Complete 16 soil test borings (up to 160 LF of drilling), Site cleanup (i.e. backfilling of boreholes with soil cuttings), Laboratory testing, Engineering evaluation and Reporting, GPR Scan Results.....**\$ 5,250 Lump Sum**

- ◆ **Fort Pickens Road near Sheriff Substation:** Complete 20 soil test borings (up to 200 LF of drilling), Site cleanup (i.e. backfilling of boreholes with soil cuttings), Laboratory testing, Engineering evaluation and Reporting, GPR Scan Results.....**\$ 6,250 Lump Sum**

- ~~◆ **Via De Luna Drive at Old Visitor Center:** Complete 4 soil test borings (up to 40 LF of drilling), Site cleanup (i.e. backfilling of boreholes with soil cuttings), Laboratory testing, Engineering evaluation and Reporting.....**\$ 1,900 Lump Sum**~~

- ◆ **TOTAL IF ALL WORK IS COMPLETED UNDER ONE REPORT****\$11,950 Lump Sum**

The noted cost includes the electronic submittal of the written reports to our client, or to other parties specified by you. If requested, we will submit up to two “hard copies” of each report to you as well. Final costs will be based on the actual completed scope of work (if adjustments are required) and the NOVA geotechnical unit rate schedule. We will not exceed the authorized budget without prior approval.

SCHEDULE AND AUTHORIZATION

Based upon our current schedule, we can begin work on the project immediately after receiving written authorization to proceed. Our field team can likely mobilize to the site within a few days of the utility locates being completed. We anticipate that fieldwork will take approximately 1-2 days to complete. We will provide verbal findings as the field data is gathered and evaluated. The final report will be submitted within 1 week of completion of the lab work. If the report is needed sooner, NOVA will make every reasonable effort to accommodate your schedule.

To formalize the agreement between us, please execute a copy of the attached Professional Services Agreement and return it to us. The attached NOVA General Terms and Conditions will govern the work described in this proposal. Please note that the final report cannot be issued without formal, written authorization.

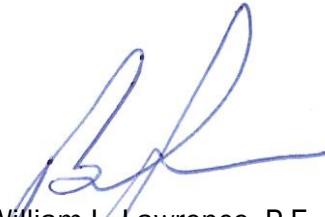
Again, we thank you for the opportunity to submit this proposal and look forward to working with you. In the meantime, please contact us if you have any questions or if we may be of further service.

Sincerely,

NOVA ENGINEERING & ENVIRONMENTAL LLC



Jesse James, E.I.
Staff Engineer



William L. Lawrence, P.E.
Branch Manager

Attachments: Professional Services Agreement
Schedule of Fees – Geotechnical Services
General Terms & Conditions



NOVA
Professional Services Agreement

Date: July 17 2017	Proposal Number: 016-20170214r3															
PROJECT NAME AND ADDRESS: PBCMP – PROJECT 2G Pensacola Beach, Escambia County, Florida	CLIENT NAME AND ADDRESS: Volkert, Inc. 651 East Burgess Road, Suite 52 Pensacola, Florida 32504 Attn: Mr. Mike Warnke, P.E. Email: mike.warnke@volkert.com Phone: (850) 512-8935 Fax:															
<p>Geotechnical Services (reference Scope of Work included herein)</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="width: 10%; text-align: right;"><u>Accepted</u></th> <th style="width: 10%;"></th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Via De Luna Drive near Avenue 17 – Lump Sum</td> <td style="text-align: right; padding: 5px;">\$ 5,250</td> <td style="text-align: center; padding: 5px;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 5px;">Fort Pickens Road near Sheriff’s Substation – Lump Sum.....</td> <td style="text-align: right; padding: 5px;">\$ 6,250</td> <td style="text-align: center; padding: 5px;"><input type="checkbox"/></td> </tr> <tr style="color: red;"> <td style="padding: 5px;">Via De Luna Drive at Old Visitor Center – Lump Sum</td> <td style="text-align: right; padding: 5px;">\$ 1,900</td> <td style="text-align: center; padding: 5px;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 5px;">All Referenced Work Herein Completed Under One Report – Lump Sum.....</td> <td style="text-align: right; padding: 5px;">\$ 11,950</td> <td style="text-align: center; padding: 5px;"><input type="checkbox"/></td> </tr> </tbody> </table> <p style="margin-top: 10px;">Note: The costs for additional, requested and/or authorized services will be invoiced in accordance with the attached Geotechnical Services Schedule of Fees.</p>			<u>Accepted</u>		Via De Luna Drive near Avenue 17 – Lump Sum	\$ 5,250	<input type="checkbox"/>	Fort Pickens Road near Sheriff’s Substation – Lump Sum.....	\$ 6,250	<input type="checkbox"/>	Via De Luna Drive at Old Visitor Center – Lump Sum	\$ 1,900	<input type="checkbox"/>	All Referenced Work Herein Completed Under One Report – Lump Sum.....	\$ 11,950	<input type="checkbox"/>
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All work provided by NOVA will be governed by the attached General Terms and Conditions. NOVA will invoice monthly and our payment terms are net 30 days. This proposal is valid for 90 days.

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

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

GEOTECHNICAL SERVICES 2017 SCHEDULE OF FEES

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

Geotechnical Aide	per hour	\$ 78.00
Staff Engineer	per hour	\$ 88.00
Project Engineer and/or P.E.	per hour	\$ 100.00
Senior Engineer, P.E.	per hour	\$ 140.00
Chief Engineer, P.E.	per hour	\$ 170.00
Principal Materials Consultant	per hour	\$ 170.00

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

Mobilization	lump sum	\$ 500.00
Soil Test borings (n<50 bpf)	per foot	\$ 12.50
<i>Borings deeper than 50 feet will have a \$2.50 per foot surcharge</i>		
Casing (where required) less than 50 feet	per foot	\$ 7.00
Undisturbed Sampling	each	\$ 175.00
Extra Split-spoon samples	each	\$ 45.00
Difficult Moving or Standby	per hour	\$ 225.00
Clearing: light clearing performed by drill crew	per hour	\$ 225.00

LABORATORY *For laboratory testing of selected soil samples.*

Atterberg Limits Test	per test	\$ 75.00
Natural Moisture Content	per test	\$ 15.00
Organic Content	per test	\$ 75.00
Standard Proctor	per test	\$ 125.00
Modified Proctor	per test	\$ 145.00
Limerock Bearing Ratio (LBR) Test	per test	\$ 425.00
Grain Size Analysis	per test	\$ 100.00
Percent Fine than No. 200 sieve	per test	\$ 65.00
Constant/Falling Head Permeability Testing	per test	\$ 250.00
Resistivity, Chloride/Sulfate & pH (Corrosion)	per test	\$ 225.00
Triaxial Shear Testing (3 point CU)	per test	\$ 950.00

OTHER *For other job-related expenses.*

Clerical/Drafting	per hour	\$ 58.00
Vehicle Trip Charge	per mile	\$ 0.60
Misc. Direct Expenses/Supplies		Cost plus 20%

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

140-A Lurton Street
Pensacola, Florida 32505
850.607.7782

17612 Ashley Drive
Panama City Beach, Florida 32413
850.249.6682
850.249.6683 (Fax)

1630-C Old Bainbridge Road
Tallahassee, Florida 32303
850.421.6682



NOVA Engineering and Environmental LLC
GENERAL TERMS AND CONDITIONS

1. SCOPE OF WORK

NOVA Engineering and Environmental LLC (NOVA) shall perform the services limited to and specifically defined in this Agreement (including any Project Specific condition attached hereto) and shall invoice the Client in accordance with the compensation section of this Agreement. Any estimate of cost to the Client as stated in this Agreement or any of the accompanying schedules shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this Agreement). NOVA will provide additional services under this Agreement as requested by the Client in writing subject to acceptance by NOVA. Client will be invoiced for additional services at NOVA's standard rates or as mutually agreed upon, including but not limited to, re-reviews, re-inspections, re-tests, stand-by time, scope changes, services outside normal business hours or services provided beyond the estimated project duration. To the extent these General Terms and Conditions are part of a proposal for services, the proposal shall be valid for ninety (90) days unless otherwise stated. Once a proposal is accepted, these General Terms and Conditions shall apply to all services performed and shall survive any termination of the Agreement or completion of services.

Notwithstanding any other provision of this Agreement or any other agreement entered into by NOVA with respect to the Project, NOVA shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by NOVA (if any).

The review of contractor submittals (for example, shop drawings or project samples) is not included in NOVA's Scope of Services unless specifically set forth in this Agreement. If such services are to be provided, the review is conducted only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction drawings and specifications prepared by NOVA (or by others if so set forth in the Agreement) and is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor to the extent required by its contract. NOVA's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. NOVA's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the drawings, specifications and other documents applicable to the contractor's obligations, NOVA shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the drawings, specifications and other documents prepared by NOVA.

Neither site visits for any purpose nor the observation by NOVA of any contractor's work are included in NOVA's scope of services unless specifically set forth in this Agreement. If NOVA is engaged to visit the site and conduct observations of a contractor's work, NOVA shall provide such services at the intervals agreed with Client in writing (or if no such interval is agreed upon in writing, then at such intervals as NOVA deems appropriate given any budgetary constraints imposed by Client), subject to any limitations on the number of such visits set forth in this Agreement. The general purpose of such observations is to become generally familiar with the progress and quality of the construction work as described in the drawings, specifications or other documents specifically identified in this Agreement and to determine, in general, if such construction work is proceeding in accordance with such drawings, specifications or other identified documents. NOVA shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such construction work. On the basis of such on-site observations as an engineer, NOVA shall keep Client informed of the progress and quality of such construction work and shall endeavor to guard the Client against defects and deficiencies in such work of contractor.

2. RIGHT OF ENTRY

The Client, at its sole cost and expense, will provide for reasonable right of entry of NOVA personnel to perform the scope of work and all necessary equipment to the project site or sites, in order to complete the work.

Rev. 10-2016 - Florida

3. INVOICES

NOVA will submit invoices to Client monthly and a final bill upon completion of services. There shall be no retainage, unless otherwise agreed upon in the Agreement. NOVA shall furnish insurance certificates, lien waivers, affidavits or other reasonably available documents as and when requested by Client provided all amounts due to NOVA have been paid.

Payment is due within thirty (30) days after the receipt of invoice. Interest charges will start to accrue forty-five (45) days from the invoice date. Client agrees to pay an interest charge equal to the lesser of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts. NOVA shall be entitled to recover any and all costs incurred, including attorneys' fees ("Collection Costs") in connection with its efforts to collect past due sums. The minimum amount of such Collection Costs is agreed to be the lesser of (1) ten percent (10%) of the past due amount or (2) the maximum amount allowed by law. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client. The Client agrees to pay NOVA for its services in accordance with this Agreement, regardless of whether or not he has been paid by his client.

In the event that the Client disputes any items billed in an invoice, the Client shall notify NOVA within ten (10) days specifying the complaint and, in the meantime, all amounts to which there is not a reasonable and good faith dispute to payment shall be paid promptly. Any dispute not raised within such ten (10) day period is waived. The Client's failure to make timely payment due under this Agreement in accordance with the terms of this Agreement shall constitute a material breach of this Agreement and NOVA shall be entitled, upon seven (7) days written notice to Client to terminate this Agreement or, at its option, suspend its performance until all sums then due under this Agreement have been paid.

If NOVA is called upon by Client, or subpoenaed by any other person, to testify or produce records in an action at law, equity, arbitration, or in a pre-trial hearing or conference, as to any work performed by anyone in connection with the Project, NOVA shall be paid by the Client for all time spent while testifying and preparing therefor and producing such records in accordance with the rates set forth in the attached Agreement.

4. SAFETY

NOVA is only responsible for the safety on site of its own employees and subcontractors. However, this shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of NOVA, nor the presence of NOVA's employees and subcontractors shall be construed to imply NOVA has any responsibility for job safety or any activities on site performed by personnel other than NOVA's employees or subcontractor.

5. STANDARD OF CARE

Service performed by NOVA under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the location where the services are to be performed ("Standard of Care").

Notwithstanding anything in this Agreement to the contrary, NOVA shall only be liable to pay damages to Client arising out of or in connection with the Services or this Agreement, to the extent that such damages are caused by, and are in proportion to, the negligence of, or breach of the Standard of Care by, NOVA. If NOVA is considered to be liable jointly with any third parties, the portion of damages payable by NOVA shall be limited to the portion of liability which is attributable to NOVA's breach of the Standard of Care on a comparative fault basis. Client acknowledges that NOVA's services will be rendered without any warranty, express or implied and all such warranties are expressly waived by Client. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party, including the project owner (if not the Client) and any contractor, subcontractor, vendor or material supplier, against either the Client or NOVA.

6. INSURANCE & GENERAL LIABILITY

NOVA represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that NOVA has such coverage under public liability and property damage insurance policies which NOVA deems to be adequate and in line with other professional service firms currently practicing under similar conditions. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Additional insurance, if requested in writing by Client prior to commencement of services, will be obtained by NOVA, if procurable, and charged to the Client.

NOVA Engineering and Environmental LLC
GENERAL TERMS AND CONDITIONS

The Client shall cause any contractor responsible for the construction of work (or related activities) designed, specified or reviewed by NOVA or responsible for any other activities relating to NOVA's services, to hold harmless, indemnify and defend NOVA, to the fullest extent permitted by law, from and against any and all damages, liabilities, claims, suits, costs and expenses (including reasonable attorney's fees and other costs of investigation and defense) arising in connection with the negligence, breach of contract or strict liability of any contractor or any of their subcontractors or any of their vendors. Client shall also name, and cause such contractor(s) to name, NOVA as additional insureds on its and each such contractor's Commercial General Liability insurance policy and Umbrella/Excess liability insurance policy (with policy limits at the greater of the limits required for the Project or Five Million Dollars per occurrence and in the per project aggregate) and to maintain such coverage until the completion of its contract and to provide NOVA with a Certificate of Insurance so naming NOVA as an additional insured on an annual basis for so long as Client and/or contractor maintains or is obligated to maintain such coverage.

7. DISPUTES

All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be governed by Florida law and shall be submitted to non-binding mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and NOVA shall select a neutral mediator by mutual agreement. If a Dispute cannot be settled through mediation as set forth above, then such Dispute, if involving amounts less than \$100,000, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree following termination of mediation. Notwithstanding any other provisions of this Section, in no event shall a demand for mediation be made, or any other proceeding initiated, more than two (2) years from the date the party making demand knew or should have known of the dispute or five (5) years from the date of substantial completion of Nova's Services, whichever date shall occur earlier. All mediation, arbitration, or litigation shall take place in Broward County, Florida, unless the parties agree otherwise. The fees of the mediator or arbitrator(s) and the costs of transcription and other costs incurred by the mediator or arbitrator(s) shall be apportioned equally between the parties. Thereafter, with respect to any Disputes involving amounts equal to or greater than \$100,000, if any legal action or other proceeding is brought with respect to such Dispute, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, costs and expenses, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

8. DELAYS IN WORK

In no event, will NOVA will be responsible for delays in the work which is beyond our reasonable control or caused by Client or its agents, consultants, contractors or subcontractors. Stand-by or non-productive time for delays in our work caused by Client or its agents, consultants, contractors or subcontractors may be charged to the Client unless provided for as a separate item in the Agreement or otherwise as mutually agreed upon.

9. TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In all events of termination, NOVA shall be paid for services performed up to and through the date of termination plus reasonable expenses to demobilize. In the event of termination, or suspension for more than three (3) months, NOVA shall, at its option, be permitted to terminate this Agreement upon seven (7) days written notice to Client. Further, if said termination is prior to NOVA's completion of all reports contemplated by this Agreement, NOVA may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of NOVA in completing such analyses, records, and reports and shall be due and payable by Client promptly upon invoice from NOVA, together with all reasonable termination costs and expenses.

10. ASSIGNS

This Agreement may not be assigned by either party without the prior written consent of the other party, provided, however, that NOVA may assign this Agreement in the case of sale of all or substantially all of its assets or equity. To the extent consent is required it shall not be unreasonably withheld.

11. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by NOVA, as instruments of service, shall remain the property of NOVA and shall retain all common law, statutory and other reserved rights, including copyrights ("NOVA Documents"). Contingent on the Client's full and timely payment of all sums due under this Agreement, NOVA grants Client a non-exclusive license to use the final and complete versions of the NOVA Documents solely and exclusively for purposes set forth in this Agreement. The foregoing license does not extend to any CADD files or 3D model created by NOVA, unless expressly set forth herein. If NOVA Documents are prepared "for construction", the license granted in the preceding sentences of this Paragraph permits the Client to authorize the contractor and subcontractors, and material or equipment suppliers to reproduce applicable portions of NOVA Documents solely and exclusively for use in performing their services or construction for the Project. NOVA Documents shall only be used for their intended purpose. NOVA Documents are not to be used on other projects, for alternations, extensions or additions to this Project or for completion of this Project by others, except by agreement in writing and with appropriate compensation to NOVA. If Client is granted a license with respect to any CADD files or 3D models, Client agrees to be bound to the terms of the NOVA License for Use of Electronic Files and 3D Models. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever. NOVA will retain all pertinent records relating to the services performed for a period of three (3) years following submission of the report, during which period the records will be made available to the Client at all reasonable times and an administrative fee may be charged to the Client for retrieval and reproduction of such records.

12. FAILURE TO FOLLOW RECOMMENDATIONS

NOVA will not be held liable for problems that may occur if NOVA's recommendations are not followed.

13. LIMITATION OF LIABILITY

Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. Client acknowledges and agrees that in no event shall the liability of NOVA in connection with this Agreement or the services provided pursuant thereto exceed the fee actually paid to and received by NOVA under this Agreement or \$100,000 whichever is greater. This Agreement and the services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

Notwithstanding anything to the contrary contained in this Agreement or provided for under any applicable law, neither NOVA nor Client shall be liable to the other party, either in contract or in tort, for any consequential, incidental, indirect, special or punitive damages, including without limitation any delays damages, loss of future revenue, income or profits or any diminution of value, financing costs or costs of lost opportunities relating to this Agreement, the services or the Project, whether or not the possibility of such damages has been disclosed to the other party in advance or could have been reasonably foreseen by such other party.

14. INDEMNIFICATION

Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless NOVA, and its officers, directors, agents and employees and any of them (collectively, the "NOVA Parties") from all claims, actions, damages, liabilities, losses, costs and expenses, including reasonable attorney's fees and defense costs (collectively "Losses"), arising out of, or in any way connected with, the performance or nonperformance of NOVA's obligations under this Agreement (including, without limitation, any act of negligence, omission or default by the NOVA Parties), up to an amount not to exceed the greater of \$100,000 or twelve times the amount of the fees charged for the services provided by NOVA in connection with this Agreement and the services hereunder. The parties agree that the foregoing amount of said indemnification bears a reasonable commercial relationship to the services provided by NOVA and that the indemnification provided herein is considered a part of the project specifications. Notwithstanding the foregoing, the NOVA Parties shall not be entitled to indemnification hereunder for any Losses resulting from the NOVA Parties'

NOVA Engineering and Environmental LLC
GENERAL TERMS AND CONDITIONS

gross negligence, or willful, wanton or intentional misconduct or for any statutory violation or punitive damages (except to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Client or any of the Client's contractors, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees). Except as set forth in the preceding sentence, the NOVA Parties rights to indemnification shall include, without limitation, indemnification for any and all Losses which may be suffered by any NOVA Party as a result of any (i) failure of Client to follow or implement any of its recommendations, (ii) any breach by Client of its obligations under the Agreement, and (iii) exposure of NOVA's employees or agents to any hazardous materials at the jobsite.

Upon notice by the NOVA Parties, Client shall defend the NOVA Parties with counsel chosen by NOVA Parties, subject to the consent of Client, which consent shall not be unreasonably withheld. The parties agree that this duty to defend is separate and distinct from any indemnity obligation, and the duty shall extend to any claims asserted against the NOVA Parties arising out of or related to the project, regardless of whether Client is obligated to indemnify the NOVA Parties for the loss, claim, or damage.

15. HAZARDOUS MATERIALS

It is acknowledged by both parties that NOVA's scope of services does not include any services related to asbestos or hazardous or toxic materials unless specifically identified in our scope of services. In the event NOVA or any other party encounters asbestos or hazardous materials at the jobsite, or should it become known in any adjacent areas that may affect the performance of NOVA's services, NOVA may, without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations. In addition, the Client shall hold harmless, defend and indemnify NOVA Parties, from and against any and all Claims arising, in whole or in part, out of the discovery, presence, handling, removal or disposal of, or exposure of persons to, any hazardous materials in any form at the Project site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), bacteria, mold, fungi, lead based paints or other similar materials or other toxic substances, infectious materials, or contaminants.

16. SAMPLE DISPOSAL

Unless other arrangements are made, NOVA will dispose of all soil and rock samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by NOVA. Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, NOVA shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal.

17. AQUIFER CONTAMINATION

Client acknowledges that it is impossible for NOVA to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although NOVA will take reasonable precautions in accordance with the Standard of Care to avoid such an occurrence, Client waives any claim against, and (without limiting the generality of Section 14 hereof) agrees to indemnify and hold harmless NOVA in accordance with the terms and conditions set forth in this Agreement from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate NOVA for any time spent and expenses incurred in defense of any such claim.

18. DEFINITIONS

As used herein, the following words and their derivative words or phrases have the meanings indicated, unless otherwise specified in the various sections of this Agreement.

AGREEMENT: means the Agreement between the parties, which shall describe and govern Client's engagement of NOVA to provide services in connection with the project or work identified in the proposal (Proposal), and consists of the Proposal, these General Terms and Conditions, and any exhibits or attachments referenced in any of these documents.

CERTIFY, CERTIFICATION: NOVA's opinion based on its observation of conditions, knowledge, information and beliefs. It is expressly

understood such opinions relieve no other party of any responsibility or obligation he or she has accepted by contract or custom.

ESTIMATE: An opinion of probable cost for services made by NOVA. The accuracy of probable cost for services opinion cannot be guaranteed.

INSPECT, INSPECTION: The visual observation of certain aspects of construction to permit NOVA to render its professional opinion as to whether the contractor is performing the Work in a manner indicating that, when completed, the Work will be in general accordance with the approved documents. Such observations do not relieve any party from fulfillment of their customary and contractual responsibilities and obligations.

19. LIMITATION OF LIABILITY

It is intended by the parties to this Agreement that NOVA's services under this Agreement shall not subject NOVA's individual employees, officers, shareholders, managers, members or directors to any personal legal exposure for the risks associated with the services to be rendered on the project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against NOVA, a Delaware limited liability company, and not against any of NOVA's employees, shareholders, officers, managers, members or directors.

TO THE FULLEST EXTENT PERMITTED BY LAW, PURSUANT TO FLORIDA STATUTE § 558.0035, NO EMPLOYEE, OFFICER, SHAREHOLDER, MANAGER, DIRECTOR OR AGENT OF NOVA SHALL BE INDIVIDUALLY LIABLE TO CLIENT OR ANY OTHER PERSON FOR ANY NEGLIGENCE, MISCONDUCT OR WRONGFUL ACTS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR OTHERWISE, WHETHER SUCH CLAIMS ARE BASED IN CONTRACT, STATUTE, OR TORT.

20. MISCELLANEOUS

AMENDMENT: This Agreement may be amended, modified or supplemented, but only in writing signed by each of the parties hereto.

WAIVERS: The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

SEVERABILITY: If any provision or sub-provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or sub-provisions contained herein shall not be affected thereby.

INTEGRATION: This Agreement represents the entire understanding and agreement among the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and among such parties.

SOVEREIGN IMMUNITY: In the event that the Client is the State of Florida or another "state agency or subdivision" within the meaning of Florida Statute Section 768.28(2), then NOVA (and all NOVA Parties) shall for all purposes provided in this Agreement and otherwise be deemed an agent of the Client for purposes of sovereign immunity whether under Florida Statute Section 768.28 and otherwise, including without limitation Florida Statute Section 768.28(9)(a). Client shall fully cooperate, at its sole cost and expense, with NOVA and take all necessary and appropriate actions to qualify NOVA (and the NOVA Parties) for and defend its and their right of sovereign immunity as an agent of the Client for purposes of Florida law, including without limitation under Florida Statute §768.28.

NOVA Employees: Client agrees not to recruit or hire any NOVA employee currently or previously working under this Agreement during the contract period or within twelve months of termination of the contract, either for themselves or any third party. In the event Client violates this clause, NOVA shall have the right of injunctive relief, and Client shall pay NOVA \$25,000 or 25% (percent) of the employee's current annual, base salary, whichever is greater, with payment being made within 15 days of NOVA's written notice to Client of said violation.

To: Mike Warnke
From: Brett Gaar *BG*
CC: Paige Felts
Date: June 6, 2017
Re: Pensacola Beach Parking Lot Near Pensacola Pier (Environmental Proposal 17-P0605)

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP)/
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT (NFWWMD) –
ENVIRONMENTAL RESOURCE PERMIT**

The FDEP's Environmental Resource Permit regulates activities involving the alteration of surface water flows. This includes new activities in uplands that generate storm water runoff from upland construction, as well as dredging and filling in wetlands and other surface waters. Volkert will assist the Client with the following:

- Preparation of permit application.
- Preparation of necessary attachments.
- Site visit FDEP/NFWWMD staff.

The Work Described Above Will Be Performed for A Lump Sum Fee Of \$3,500.00. This service does not include survey costs, application fees, or costs for additional studies that may be required (e.g. archaeological, T & E surveys).

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) –
COASTAL CONSTRUCTION CONTROL LINE OR FIFTY-FOOT SETBACK PERMIT**

A coastal construction control line (CCCL) is intended to define that portion of the beach and dune system which is subject to severe fluctuations caused by a 100-year storm surge, storm waves, or other forces such as wind, wave, or water level changes. These fluctuations are a necessary part of the natural functioning of the coastal system and are essential to post-storm recovery, long term stability, and the preservation of the beach and dune system. However, imprudent human activities can adversely interfere with these natural processes and alter the integrity and functioning of the beach and dune system. The control line and 50-foot setback call attention to the special hazards and impacts associated with the use of such property, but do not preclude all development or alteration of coastal property seaward of such lines.

- In order to demonstrate that construction is eligible for a permit, the applicant shall provide the Department with sufficient information pertaining to the proposed project to show that adverse and other impacts associated with the construction have been minimized and that the construction will not result in a significant adverse impact.

Interoffice **MEMO**

- The construction will not result in removal or destruction of native vegetation which will either destabilize a frontal, primary, or significant dune or cause a significant adverse impact to the beach and dune system due to increased erosion by wind or water.
- The construction will not result in removal or disturbance of in situ sandy soils of the beach and dune system to such a degree that a significant adverse impact to the beach and dune system would result from either reducing the existing ability of the system to resist erosion during a storm or lowering existing levels of storm protection to upland properties and structures.
- The construction will not direct discharge of water or other fluids in a seaward direction and in a manner, that would result in significant adverse impacts. For the purpose of this rule section, construction shall be designed so as to minimize erosion induced surface water runoff within the beach and dune system and to prevent additional seaward or off-site discharges associated with a coastal storm event.
 - a) The construction will not result in the net excavation of the in-situ sand soils seaward of the coastal line or 50-foot setback.
 - b) The construction will not cause an increase in structure-induced scour of such magnitude during a storm that the structure-induced scour would result in a significant adverse impact.
 - c) The construction will minimize the potential for wind and waterborne missiles during a storm.
 - d) The activity will not interfere with public access.
 - e) The construction will not cause a significant adverse impact to marine turtles, or the coastal system.
 - f) Sandy material excavated seaward of the control line or 50-foot setback shall be maintained on site seaward of the control line or 50-foot setback and be placed in the immediate area of construction unless otherwise specifically authorized by the Department.

The work described above will be performed for a Lump Sum fee of \$8,000.00. This Lump Sum fee does not include survey costs or application fees.

BIOLOGICAL ASSESSMENT

Volkert will prepare a Biological Assessment (BA) for submittal to the U.S. Fish and Wildlife Service. The report will evaluate alternatives to avoid and minimize impacts to sea turtles and migratory birds.

The work described above will be performed for a Lump Sum fee of \$40,000.00.

**NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
STORMWATER PERMIT APPLICATION**

- Complete the Notice of Registration (NOI) for the referenced site. Volkert will contact the client to obtain general information through a telephone interview. Once complete, the NOI will be submitted to the client for review, signature, and submittal to FDEP with the appropriate fee.
- Develop a Stormwater Pollution Prevention Plan (SWPPP) which outlines appropriate soil and sediment erosion control practices, along with other measures, to reduce the likelihood of pollution resulting from stormwater run-off. This SWPPP will be prepared by a qualified professional. Volkert will perform a site visit and take into consideration erosion control measures currently in-place at the site when developing the SWPPP.

Client Responsibilities for the NPDES Permit Application

To complete this project in a timely and efficient manner, Volkert requests the following:

- Authorization to proceed. Authorization can be given by signing and returning this proposal.
- Information necessary to complete the NOI, as requested during the telephone interview.
- Copies of the current and/or proposed site plan identifying major construction areas, chemical storage areas, topography, current erosion, and sediment control measures in-place at the site and the name of the primary contractor at the site.
- The names and addresses for all NPDES or other environmental permits, authorizations, or certificates which have been issued by FDEP, EPA or other agencies to you (applicant, parent corporation or LLC member) for this facility.

The work described above will be performed for a Lump Sum fee of \$2,250.00. This Lump Sum fee does include the required FDEP Permit.

THE LUMP SUM FEE TO PERFORM THE ENVIRONMENTAL SERVICES LISTED ABOVE IS \$53,750.00.

To: Mike Warnke
From: Brett Gaar *BG*
CC: Paige Felts
Date: June 6, 2017
Re: Pensacola Beach Parking Lot East of Fire Station
(Environmental Proposal 17-P0603)

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP)/
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT (NFWWMD) –
ENVIRONMENTAL RESOURCE PERMIT**

The FDEP's Environmental Resource Permit regulates activities involving the alteration of surface water flows. This includes new activities in uplands that generate storm water runoff from upland construction, as well as dredging and filling in wetlands and other surface waters. Volkert will assist the Client with the following:

- Preparation of permit application.
- Preparation of necessary attachments.
- Site visit FDEP/NFWWMD staff.

The Work Described Above Will Be Performed for A Lump Sum Fee Of \$3,500.00. This service does not include survey costs, application fees, or costs for additional studies that may be required (e.g. archaeological, T & E surveys).

**NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
STORMWATER PERMIT APPLICATION**

- Complete the Notice of Registration (NOI) for the referenced site. Volkert will contact the client to obtain general information through a telephone interview. Once complete, the NOI will be submitted to the client for review, signature, and submittal to FDEP with the appropriate fee.
- Develop a Stormwater Pollution Prevention Plan (SWPPP) which outlines appropriate soil and sediment erosion control practices, along with other measures, to reduce the likelihood of pollution resulting from stormwater run-off. This SWPPP will be prepared by a qualified professional. Volkert will perform a site visit and take into consideration erosion control measures currently in-place at the site when developing the SWPPP.

VOLKERT -- *engineering a safe work environment.*

Client Responsibilities for the NPDES Permit Application

To complete this project in a timely and efficient manner, Volkert requests the following:

- Authorization to proceed. Authorization can be given by signing and returning this proposal.
- Information necessary to complete the NOI, as requested during the telephone interview.
- Copies of the current and/or proposed site plan identifying major construction areas, chemical storage areas, topography, current erosion, and sediment control measures in-place at the site and the name of the primary contractor at the site.
- The names and addresses for all NPDES or other environmental permits, authorizations, or certificates which have been issued by FDEP, EPA or other agencies to you (applicant, parent corporation or LLC member) for this facility.

The Work Described Above Will Be Performed for A Lump Sum Fee of \$2,250.00. This Lump Sum fee does include the required FDEP permit application fee.

THE LUMP SUM FEE TO PERFORM THE ENVIRONMENTAL SERVICES LISTED ABOVE IS \$5,750.00.

LIGHTING SCOPE OF WORK
FOR PARKING LOTS
PENSACOLA BEACH CONGESTION IMPROVEMENTS
PENSACOLA, FLORIDA

Description of Work:

Provide lighting design for 3 new parking lots.

Design Approach:

A photometric analysis will be performed using the AGI32 lighting software by Lighting Analysts to determine light pole locations for specified luminaires. LED light sources will be utilized unless otherwise directed; types/styles of luminaires will be coordinated with Owner prior to design.

The lighting design will provide maintained averages and uniformities in accordance with the latest edition of Illuminating Engineering Society of North America (IESNA) RP-20-14 as applicable to open parking and pedestrian areas.

A single layout will be designed to allow for at least two (2) manufacturer's luminaires to use the same pole locations and mounting heights and still meet or exceed IESNA minimum recommendations.

One (1) single line wiring diagram will be designed based on the highest manufacturer's luminaire and ballast/driver load.

Where feasible, new light poles will be connected to existing circuits. New service points and/or circuits will be considered on a case by case basis.

Lighting designs will be provided for 3 new parking lots associated with this project, located as follows:

1. Adjacent to the existing Fire Station
2. At the Pensacola Beach Gulf Pier near the Sheriff's Substation
3. For the relocated visitor's center building

Volkert will provide lighting designs using FSW-approved turtle-friendly luminaires where required and will coordinate with Fish and Wildlife accordingly during the project.

Deliverables:

Lighting plans will be created and included in the overall plan set. This will include general electrical notes, lighting layouts, wiring diagrams, pole schedules, design criteria, and construction details including pole foundations.

Cadd files will be in Microstation or AutoCAD format. All project files will be submitted on DVD or CD's at the end of the project. Project files will include voltage drop calculations, lighting calculations, correspondence, cadd files, luminaire/pole cut sheets, and an Engineer's opinion of probable construction costs based on unit prices from FDOT and/or RS Means.

Limited Construction Administration services will be included under this contract to address contractor questions, perform submittal reviews, and to monitor the contractor's work with regards to installation of turtle-friendly luminaires.

Assumptions:

- Volkert will stake all proposed pole locations (if required) prior to review meeting
- One (1) review meeting is anticipated
- Borings and Passive Pressure Graphs or L-piles to be provided by a Volkert sub consultant

Excluded from Scope of Services:

Re-design of existing parking lot lighting systems

FAA coordination

Railroad coordination

Development of Record Drawings



June 12, 2017

Mr. Mike Warnke
6601 N. Davis Highway
Suite 53
Pensacola, FL 32504

RE: Pensacola Beach Congestion Management Plan-Landscape Architecture Proposal

Dear Mr. Warnke:

Jerry Pate Design, Inc. is pleased to submit this proposal for landscape architectural services related to the Pensacola Beach Congestion Management Plan for Project 1-Via De Luna Roundabouts and Pedestrian Underpasses; Project 2-Sheriff Substation Parking Lot; Project 3-Old Visitor Center Parking Lot; Project 4-Existing Fire Station Parking Lot. This proposal is based upon the Landscape Architecture Scope of Services outlined below and the schematic site master plans noting the area of work for each scope and objectives for the project, our communications on scope and objectives, and the level of effort required to complete the scope of services.

Landscape Architecture Services—This service will involve the landscape architecture, to include planting design, hardscape design and irrigation design for each project as outlined below (Design of monument signage or artwork at roundabout focal points is not included). Jerry Pate Design will attend and participate in the required and pertinent project meetings and presentations throughout the design process.

- Coordinate with Project Civil Engineer
- Consultation with Project Civil Engineer during Site Planning Phase
- Provide complete landscape, hardscape and irrigation design plans and specifications for the proposed improvements- 30%, 90% and final
- Cost Estimates in accordance with the latest Escambia County Pricing Agreement- preliminary at 30%, final draft at 90% and final at 100%
- Construction Inspection Services for Landscaping/Irrigation/Hardscape Installation Oversight

These services do not include any surveying or engineering services. Permit fees will be an additional cost to the owner.

Fee Summary—Our fee summary is presented as follows.

Project 1--Via De Luna Roundabouts and Pedestrian Underpasses

Consult during Site Planning Phase	\$3,205
30% Documents	\$7,650
90% Documents	\$11,600

Final Documents	\$10,550
Construction Inspection	\$4,275
Total LA Fees	\$37,280

Project 2-Sheriff Substation Parking Lot

Consult during Site Planning Phase	\$1,705
30% Documents	\$5,980
90% Documents	\$7,200
Final Documents	\$5,500
Construction Inspection	\$1,630
Total LA Fees Project 2a	\$22,015

~~**Project 3-Old Visitor Center Parking Lot**~~

Consult during Site Planning Phase	\$450
30% Documents	\$3,950
90% Documents	\$3,950
Final Documents	\$2,425
Construction Inspection	\$720
Total LA Fees	\$11,495

Project 4-Existing Fire Station Parking Lot

Consult during Site Planning Phase	\$1,075
30% Documents	\$5,450
90% Documents	\$6,075
Final Documents	\$4,025
Construction Inspection	\$1,020
Total LA Fees	\$17,645

Hourly Fee Summary

Lead Landscape Architect	\$150/hr
Landscape Architect Associate	\$125/hr
Certified Irrigation Designer	\$110/hr
CAD Designer	\$75/hr
Administration	\$50/hr

We look forward to providing you these landscape architectural services for the Pensacola Beach Congestion Management Plan. Please feel free to call me should you have any questions regarding this proposal.

Sincerely,



Steve Dana
Vice President
Jerry Pate Design



Volkert Pensacola Beach Fee Breakdown

12-Jun-17

	Lead LA @\$150/hr		LA Associate @ \$125/hr		CID @ \$110/hr		CAD Designer @ \$75/hr		Admin @ \$50/hr		Proposed Fee
	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	
Project 1 - Via De Luna Roundabouts and Pedestrian Underpasses	150		125		110		75		50		
Consult During Site Planning	15	\$ 2,250.00	5	\$ 625.00	3	\$ 330.00	0	\$ -	0	\$ -	\$ 3,205.00
30% Docs	20	\$ 3,000.00	20	\$ 2,500.00	5	\$ 550.00	20	\$ 1,500.00	2	\$ 100.00	\$ 7,650.00
90% Docs	25	\$ 3,750.00	40	\$ 5,000.00	10	\$ 1,100.00	22	\$ 1,650.00	2	\$ 100.00	\$ 11,600.00
Final Docs	20	\$ 3,000.00	30	\$ 3,750.00	20	\$ 2,200.00	20	\$ 1,500.00	2	\$ 100.00	\$ 10,550.00
Construction Inspection	20	\$ 3,000.00	5	\$ 625.00	5	\$ 550.00	0	\$ -	2	\$ 100.00	\$ 4,275.00
Total		\$ 15,000.00		\$ 12,500.00		\$ 4,730.00		\$ 4,650.00		\$ 400.00	\$ 37,280.00

Project 2 - Sheriff Substation Parking Lot

Consult During Site Planning	5	\$ 750.00	5	\$ 625.00	3	\$ 330.00	0	\$ -	0	\$ -	\$ 1,705.00
30% Docs	15	\$ 2,250.00	10	\$ 1,250.00	8	\$ 880.00	20	\$ 1,500.00	2	\$ 100.00	\$ 5,980.00
90% Docs	15	\$ 2,250.00	15	\$ 1,875.00	10	\$ 1,100.00	25	\$ 1,875.00	2	\$ 100.00	\$ 7,200.00
Final Docs	5	\$ 750.00	15	\$ 1,875.00	15	\$ 1,650.00	15	\$ 1,125.00	2	\$ 100.00	\$ 5,500.00
Construction Inspection	8	\$ 1,200.00	0	\$ -	3	\$ 330.00	0	\$ -	2	\$ 100.00	\$ 1,630.00
Total		\$ 7,200.00		\$ 5,625.00		\$ 4,290.00		\$ 4,500.00		\$ 400.00	\$ 22,015.00

~~**Project 3 - Old Visitor Center Parking Lot**~~

Consult During Site Planning	3	\$ 450.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 450.00
30% Docs	5	\$ 750.00	10	\$ 1,250.00	10	\$ 1,100.00	10	\$ 750.00	2	\$ 100.00	\$ 3,950.00
90% Docs	5	\$ 750.00	10	\$ 1,250.00	10	\$ 1,100.00	10	\$ 750.00	2	\$ 100.00	\$ 3,950.00
Final Docs	1	\$ 150.00	10	\$ 1,250.00	5	\$ 550.00	5	\$ 375.00	2	\$ 100.00	\$ 2,425.00
Construction Inspection	3	\$ 450.00	0	\$ -	2	\$ 220.00	0	\$ -	1	\$ 50.00	\$ 720.00
Total		\$ 2,550.00		\$ 3,750.00		\$ 2,970.00		\$ 1,875.00		\$ 350.00	\$ 11,495.00

Project 4 - Existing Fire Station Parking Lot

Consult During Site Planning	3	\$ 450.00	5	\$ 625.00	0	\$ -	0	\$ -	0	\$ -	\$ 1,075.00
30% Docs	10	\$ 1,500.00	10	\$ 1,250.00	10	\$ 1,100.00	20	\$ 1,500.00	2	\$ 100.00	\$ 5,450.00
90% Docs	10	\$ 1,500.00	15	\$ 1,875.00	10	\$ 1,100.00	20	\$ 1,500.00	2	\$ 100.00	\$ 6,075.00
Final Docs	5	\$ 750.00	15	\$ 1,875.00	5	\$ 550.00	10	\$ 750.00	2	\$ 100.00	\$ 4,025.00
Construction Inspection	5	\$ 750.00	0	\$ -	2	\$ 220.00	0	\$ -	1	\$ 50.00	\$ 1,020.00
Total		\$ 4,950.00		\$ 5,625.00		\$ 2,970.00		\$ 3,750.00		\$ 350.00	\$ 17,645.00



Volkert, Inc.

6601 N. Davis Highway
Suite 53
Pensacola, FL 32504

Office 850.477.7485
Fax 850.477.7517
volkert@volkert.com

www.volkert.com

July 17, 2017

Mr. David Forte, Division Manager
Transportation and Traffic Ops Division
Escambia County
Public Works Department
3363 West Park Place
Pensacola, FL 32505

**Re: Pensacola Beach Congestion Management Plan- Supplement #2-
Phase III- Alternative C Roadway Design and Old Visitors Center Parking Area
Scope of Services and Fee Proposal- Revised
Escambia County Contract # PD 15-16.007 / PO161017**

Dear Mr. Forte,

Volkert, Inc. is pleased to provide the included professional services scope of work for the Pensacola Beach Congestion Management Plan- Alternative C Roadway Design and the Old Visitors Center parking area. In accordance with the Escambia County BOCC recommendations we will be providing survey, geotechnical, GPR, structural, lighting, design, permitting and limited construction oversight for the two roundabouts and three pedestrian underpasses in general accordance the alternative C and Old Visitors Center parking area sketches and renderings.

The Scope of Services will include the following:

Task 1- Surveying Services:

Surveying Services:

- Provide Topographic and Location Survey update of the proposed roadway area and Old Visitors Center parking area. The survey will include all utility, GPR and geotechnical bore locates. Topographic Survey to be in Accordance State Plane Coordinates,

NAVD 88 Elevation Data and in accordance with the Escambia County Guidelines and the Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers

- Surveyor to provide review copy for submittal prior to Engineering Design
- Surveyor to verify control points in place prior to start of construction

Deliverables:

- Signed and Sealed Topographical/Location Survey- All items to be provided in Electronic (.pdf) and 2 Hard Copies.

Office Locations:

Birmingham, Foley, Mobile, Montgomery, Alabama • Chipley, Ft. Myers, Gainesville, Orlando, Pensacola, Panama City, Tampa, Florida • Atlanta, Georgia • Collinsville, Wheaton, Illinois • Baton Rouge, New Orleans, Shreveport, Slidell, Louisiana Jackson, Mississippi • Raleigh, Wilmington, North Carolina • Harrisburg, Pennsylvania • Chattanooga, Nashville, Tennessee Austin, Dallas-Ft. Worth, Houston, Texas • Alexandria, Chesapeake, Virginia • Washington, D.C.



Task 2- Geotechnical Services:

Geotechnical Services:

- Roadway Design Complete 29 SPT Borings and 8 pavement cores (up to 665 LF of drilling)
Parking Area near Old Visitors Center- Complete 4 Auger Borings (up to 40 LF of drilling)
- Site cleanup (i.e. backfilling of boreholes with soil cuttings and patching the asphalt)
- Water table determination- Including at High-tide and Low-Tide
- Laboratory analysis to include limited classification tests, moisture content and permeability tests
- Engineering evaluation and reporting including foundation design recommendations for Pedestrian underpasses, retaining wall and light pole foundations
- GPR Services along roadway alignment and roundabout area
- All work to be completed in accordance w/ NOVA proposal dated June 12, 2017

Deliverables:

- Signed and Sealed Copy of Final Geotechnical Report- All items to be provided in Electronic (.pdf) and 2 Hard Copies.

Task 3- Civil Design Services for Alternative C to include 2 roundabouts and 3 pedestrian underpasses:

Engineering Services:

- Coordination with Escambia County Staff / SRIA / Leaseholders
- Field Reviews of Existing Site Conditions
- Sub-Consultant Oversight and coordination
- Green Infrastructure Coordination/Oversight
- Complete Plans and Specifications for Parking Area in general accordance with the proposed Alternative C Sketch and Rendering- 30%, 60%, 90% and 100%.
- Plan Reviews with County Staff and SRIA for Each Submittal including cursory review meeting prior to submittals- 30%, 60%, 90% and 100%
- Schedule updates at each submittal- 30%, 60%, 90% and 100%
- Cost Estimates in accordance with the latest Escambia County Pricing Agreement- initial draft at 60%, final draft at 90% and final at 100%.
- Lighting Design in accordance with the Included Lighting SOW- Includes Roadway and Underpass Lighting and CCTV design for underpasses
- Structural Design for underpasses and retaining wall in accordance with included Structural SOW
- Stormwater Drainage Pump Design for Pedestrian Underpasses in accordance with included Stormwater Drainage Pump Design SOW
- Utility Coordination in accordance with the Latest Escambia County requirements, including plans in hand reviews
- Prepare Bid Documents, as required, in accordance with Escambia County Requirements
- Attend one (1) pre-bid meeting with Escambia County Engineering and Purchasing Departments

Office Locations:

Birmingham, Foley, Mobile, Montgomery, Alabama • Chipley, Ft. Myers, Gainesville, Orlando, Pensacola, Panama City, Tampa, Florida • Atlanta, Georgia • Collinsville, Wheaton, Illinois • Baton Rouge, New Orleans, Shreveport, Slidell, Louisiana • Jackson, Mississippi • Raleigh, Wilmington, North Carolina • Harrisburg, Pennsylvania • Chattanooga, Nashville, Tennessee • Austin, Dallas-Ft. Worth, Houston, Texas • Alexandria, Chesapeake, Virginia • Washington, D.C.



- Respond to all RFI's and issue any addendums throughout the Bid Process
- Attend one (1) bid opening meeting with Escambia County Engineering and Purchasing Departments
- Tabulate Bids and make recommendation to Escambia County for apparent low bidder
- Attend one (1) Preconstruction Conference with Escambia County Staff and the selected Contractor
- Provide Limited Administration Services to address issues with design, unforeseen conditions, monitor construction and as-built inspections
- Prepare As-Built Certification based on Contractor provided redlines, post construction meetings and inspections

Deliverables:

- **30% Submittal:** Signed and Sealed Topographical Survey, Signed and Sealed Copy of the Geotechnical Report, 30% Plans which include preliminary Key Sheet/General Notes/Existing Area/Demo Drawings/Draft of Proposed Area Improvements/Details/SWPPP/Cross Sections/MOT - All items to be provided in Electronic(.pdf) and 2 Hard Copies.
- **60% Submittal:** Signed and Sealed Topographical Survey, Signed and Sealed Copy of the Geotechnical Report, 60% Plans which include preliminary Key Sheet/General Notes/Existing Area/Demo Drawings/Draft of Proposed Area Improvements/Details/SWPPP/Cross Sections/MOT/Summary of Pay Items/Details/Summary of Quantities - All items to be provided in Electronic(.pdf) and 2 Hard Copies. Initial Draft Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- **90% Submittal-** 90% Plans which include Key Sheet/General Notes/ Existing Parking Area/Demo Drawings/Proposed Area Improvements /Summary of Pay Items/Details/Summary of Quantities/Cross Sections/MOT - 2 Hard Copies, 1 electronic copy (original format and .pdf) Final Draft Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- **100% Submittal-** 100% Plans which include Key Sheet/General Notes/ Existing Parking Area/Demo Drawings/Proposed Area Improvements /Summary of Pay Items/Details/Summary of Quantities/Cross Sections/MOT- 2 Hard Copies, 1 electronic copy (original format and .pdf) Final Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf) Bid Documents in accordance Escambia County requirements- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- **As-Builts/Closeout-** As-Built Certification based on Contractor provided redlines, post construction meetings and inspections - 2 Hard Copies, 1 electronic copy (original format and .pdf)

Environmental Services:

- Environmental Permitting Services in accordance with included Environmental Proposal 17-P0606

Landscape Architecture Services:

- Environmental Permitting Services in accordance with included Jerry Pate Design proposal dated June 12, 2017

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Task 4- Civil Design Services for Old Visitors Center Parking Area:

Engineering Services:

- Coordination with Escambia County Staff / SRIA / Leaseholders
- Field Reviews of Existing Site Conditions
- Sub-Consultant Oversight and coordination
- Green Infrastructure Coordination/Oversight
- Complete Plans and Specifications for Parking Area in general accordance with the proposed Parking area Sketch and Rendering- 30%, 60%, 90% and 100%.
- Plan Reviews with County Staff and SRIA for Each Submittal including cursory review meeting prior to submittals- 30%, 60%, 90% and 100%
- Schedule updates at each submittal- 30%, 60%, 90% and 100%
- Cost Estimates in accordance with the latest Escambia County Pricing Agreement- initial draft at 60%, final draft at 90% and final at 100%.
- Provide Complete Parking Lot Lighting Design in accordance with included Lighting Design SOW
- Utility Coordination in accordance with the Latest Escambia County requirements
- Prepare Bid Documents, as required, in accordance with Escambia County Requirements
- Attend one (1) pre-bid meeting with Escambia County Engineering and Purchasing Departments
- Respond to all RFI's and issue any addendums throughout the Bid Process
- Attend one (1) bid opening meeting with Escambia County Engineering and Purchasing Departments
- Tabulate Bids and make recommendation to Escambia County for apparent low bidder
- Attend one (1) Preconstruction Conference with Escambia County Staff and the selected Contractor
- Provide Limited Administration Services to address issues with design, unforeseen conditions, monitor construction and as-built inspections
- Prepare As-Built Certification based on Contractor provided redlines, post construction meetings and inspections
- Note: Any and All work associated with the moving, relocation or demolition of the Old Visitors Center Building will be by others and is not included in this SOW other than plan coordination with the appropriate stakeholders for the actions taken

Deliverables:

- **30% Submittal:** Signed and Sealed Topographical Survey, Signed and Sealed Copy of the Geotechnical Report, 30% Plans which include preliminary Key Sheet/General Notes/Existing Area/Demo Drawings/Draft of Proposed Area Improvements/Details/SWPPP/Cross Sections- All items to be provided in Electronic (.pdf) and 2 Hard Copies.
- **60% Submittal:** Signed and Sealed Topographical Survey, Signed and Sealed Copy of the Geotechnical Report, 60% Plans which include preliminary Key Sheet/General Notes/Existing Area/Demo Drawings/Draft of Proposed Area Improvements/Details/SWPPP/Cross Sections Summary of Pay Items/Details/Summary of Quantities - All items to be provided in Electronic(.pdf) and 2 Hard Copies. Initial Draft Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)

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- **90% Submittal-** 90% Plans which include Key Sheet/General Notes/ Existing Parking Area/Demo Drawings/Proposed Area Improvements /Summary of Pay Items/Details/Summary of Quantities/Cross Sections - 2 Hard Copies, 1 electronic copy (original format and .pdf)
Final Draft Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- **100% Submittal-** 100% Plans which include Key Sheet/General Notes/ Existing Parking Area/Demo Drawings/Proposed Area Improvements /Summary of Pay Items/Details/Summary of Quantities/Cross Sections- 2 Hard Copies, 1 electronic copy (original format and .pdf)
Final Cost Estimate- 1 Hard Copy, 1 electronic copy (original format and .pdf)
Bid Documents in accordance Escambia County requirements- 1 Hard Copy, 1 electronic copy (original format and .pdf)
- **As-Builts/Closeout-** As-Built Certification based on Contractor provided redlines, post construction meetings and inspections - 2 Hard Copies, 1 electronic copy (original format and .pdf)

Environmental Services:

- Provide Environmental Permitting in accordance with included Environmental Proposal 17-P0604

Task 5- Public Involvement and Roundabout Education:

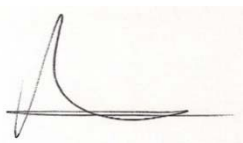
- Public Involvement Services to include MOT reviews with affected businesses and Roundabout Education Program in accordance with included SOW from EPR
- Key Volkert Team members will be involved in all meetings

Fees: In accordance with included man-hour fee proposal.

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

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

Sincerely,



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

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Jackson, Mississippi • Raleigh, Wilmington, North Carolina • Harrisburg, Pennsylvania • Chattanooga, Nashville, Tennessee
Austin, Dallas-Ft. Worth, Houston, Texas • Alexandria, Chesapeake, Virginia • Washington, D.C.



Manhour Estimate for Engineering Services
Pensacola Beach Congestion Management Plan- Alternative C Roadway Design and Old Visitors Center Parking Area

Task 1 - Surveying Services	Principal	Project Manager	Supervisor	Staff 2 Prof.	Staff 1 Prof.	Designer	CAD Tech
1	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0

Task 2 - Geotechnical Services	Principal	Project Manager	Supervisor	Staff 2 Prof.	Staff 1 Prof.	Designer	CAD Tech
1 Coordination	0	8	0	8	0	0	0
Total	0	8	0	8	0	0	0

Task 3 - Civil Design Services for Alternative C	Principal	Project Manager	Supervisor	Staff 2 Prof.	Staff 1 Prof.	Designer	CAD Tech
1 Coordination w/ Escambia County Staff	0	8	4	8	8	0	0
2 Field Reviews of Existing Site Conditions	0	16	16	16	16	0	0
3 30% Plan Development	10	160	16	280	260	100	380
4 30% Plan Review Meeting	0	4	0	4	0	0	0
5 60% Plan Development	10	150	16	280	260	120	380
6 60% Plan Review Meeting	0	4	0	4	0	0	0
7 90% Plan Development	10	100	16	240	240	80	320
8 90% Plan Review Meeting	0	4	0	4	0	0	0
9 100% Plan Development	10	95	12	220	220	70	300
10 100% Plan Review Meeting	0	4	0	4	0	0	0
11 Cost Estimates/Quantities	0	80	16	120	100	20	120
12 Lighting & CCTV Design	0	0	0	130	0	0	64
13 Structural Design- Underpasses and Retaining Walls	0	213	61	0	121	0	213
14 Utility Coordination	0	80	8	120	120	50	120
15 Preparation of Bid Documents	0	30	8	15	15	0	0
16 Bidding Services	0	16	0	16	16	0	0
17 Limited Construction Admin.	0	30	0	30	30	0	0
18 As-Built Certifications	0	16	0	40	40	20	80
19 QA/QC reviews	10	80	40	80	0	0	0
Total	50	1090	213	1611	1446	460	1977

Task 4 - Civil Design Services for Old Visitor Center Parking Area	Principal	Project Manager	Supervisor	Staff 2 Prof.	Staff 1 Prof.	Designer	CAD Tech
1 Coordination w/ Escambia County Staff	0	1	0	2	0	0	0
2 Field Reviews of Existing Site Conditions	0	1	0	2	0	0	2
3 Green Infrastructure Coordination/Oversight	0	6	0	6	0	0	0
4 30% Plan Development	0	2	0	10	0	0	24
5 30% Plan Review Meeting	0	2	0	0	0	0	0
6 60% Plan Development	0	0	0	12	0	0	24
7 60% Plan Review Meeting	0	2	0	0	0	0	0
8 90% Plan Development	0	0	0	12	0	0	24
9 90% Plan Review Meeting	0	2	0	0	0	0	0
10 100% Plan Development	0	0	0	10	0	0	18
11 100% Plan Review Meeting	0	2	0	0	0	0	0
12 Cost Estimates/Quantities	0	0	0	6	0	0	6
13 Lighting Design	0	0	0	20	0	0	8
14 Utility Coordination	0	0	0	6	0	0	0
15 Preparation of Bid Documents	0	0	0	6	0	0	0
16 Bidding Services	0	2	0	6	0	0	0
17 Limited Construction Admin.	0	0	0	6	0	0	0
18 As-Built Certifications	0	0	0	4	0	0	8
19 QA/QC reviews	0	6	0	6	0	0	0
Total	0	26	0	114	0	0	114

Task 5 - Public Involvement and Roundabout Education Program	Principal	Project Manager	Supervisor	Staff 2 Prof.	Staff 1 Prof.	Designer	Designer/CAD Tech
1 Public Involvement- MOT reviews w/ Businesses	0	120	0	100	30	0	30
2 Roundabout Education Program	0	160	0	140	100	0	120
Total	0	280	0	240	130	0	150

Cost Estimate for Basic Services

Pensacola Beach Congestion Management Plan- Alternative C Roadway Design and Old Visitors Center Parking Area

Task 1- Surveying Services	Rate	Manhour	Cost
Principal	\$230.81	0	\$0.00
Project Manager	\$155.00	0	\$0.00
Supervisor	\$170.00	0	\$0.00
Staff 2 Professional	\$120.00	0	\$0.00
Staff 1 Professional	\$85.00	0	\$0.00
Senior Designer	\$114.41	0	\$0.00
CAD Tech	\$100.00	0	\$0.00
Total Direct Labor			\$0.00
Other Services			
Volkert Surveying Services			\$45,000.00
Total Task 1 Estimate			\$45,000.00

Task 2- Geotechnical Services	Rate	Manhour	Cost
Principal	\$230.81	0	\$0.00
Project Manager	\$155.00	8	\$1,240.00
Supervisor	\$170.00	0	\$0.00
Staff 2 Professional	\$120.00	8	\$960.00
Staff 1 Professional	\$85.00	0	\$0.00
Senior Designer	\$114.41	0	\$0.00
CAD Tech	\$100.00	0	\$0.00
Total Direct Labor			\$2,200.00
Other Services			
NOVA Engineering Geotechnical Services			\$17,550.00
NOVA Engineering GPR Services			\$1,500.00
Total Task 2 Estimate			\$21,250.00

Task 3- Civil Design Services for Alternative C	Rate	Manhour	Cost
Principal	\$230.81	50	\$11,540.50
Project Manager	\$155.00	1090	\$168,950.00
Supervisor	\$170.00	213	\$36,210.00
Staff 2 Professional	\$120.00	1611	\$193,320.00
Staff 1 Professional	\$85.00	1446	\$122,910.00
Senior Designer	\$114.41	460	\$52,628.60
CAD Tech	\$100.00	1977	\$197,700.00
Total Direct Labor			\$783,259.10
Other Services			
Environmental Services			\$2,000.00
Jerry Pate Design Landscape Architecture Services			\$31,688.00
Jerry Pate Design Irrigation Design			\$5,592.00
Task 3 Estimate			\$822,539.10

Task 4- Civil Design Services for Old Visitors Center Parking Area	Rate	Manhour	Cost
Principal	\$230.81	0	\$0.00
Project Manager	\$155.00	26	\$4,030.00
Supervisor	\$170.00	0	\$0.00
Staff 2 Professional	\$120.00	114	\$13,680.00
Staff 1 Professional	\$85.00	0	\$0.00
Senior Designer	\$114.41	0	\$0.00
CAD Tech	\$100.00	114	\$11,400.00
Total Direct Labor			\$29,110.00
Other Services			
Environmental Services			\$3,500.00
Task 3 Estimate			\$32,610.00

Task 5- Public Involvement and Roundabout Education Program	Rate	Manhour	Cost
Principal	\$230.81	0	\$0.00
Project Manager	\$155.00	280	\$43,400.00
Supervisor	\$170.00	0	\$0.00
Staff 2 Professional	\$120.00	240	\$28,800.00
Staff 1 Professional	\$85.00	130	\$11,050.00
Senior Designer	\$114.41	0	\$0.00
CAD Tech	\$100.00	150	\$15,000.00
Total Direct Labor			\$98,250.00
Other Services			
EPR Public Involvement Services			\$65,208.23
Task 5 Estimate			\$163,458.23

Total	\$1,084,857.33
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PENSACOLA BEACH CONGESTION - SUPPLEMENT

LOCATION:	PENSACOLA BEACH, FL			
DESCRIPTION:	PENSACOLA BEACH CONGESTION SUPPLEMENT			
SCOPE:	UPDATE PREVIOUS SURVEY WITH NEW ROAD DATA AROUND SIDELINES AND ADDITIONAL TOPO IN PARKING LOTS. LOCATE BORE HOLES AND GPR. LOCATE UTILITIES AND VERIFY DRAINAGE. REVISE PLAT.			
FIELD TASK	COMMENTS	CREW HOURS	4MAN RATE	HOURS X RATE
TRAVEL		12	\$230	\$2,760
UTILITIES - DRAINAGE		22	\$230	\$5,060
BORINGS - GPR		16	\$230	\$3,680
ADDITIONAL TOPO		60	\$230	\$13,800
TOTALS		110		\$25,300
HOTEL	PER DAY	9	\$480	\$4,320
PERDIEM	PER DAY	11	\$400	\$4,400
TOTALS		240		\$8,720
OFFICE TASK	COMMENTS	HOURS	RATE	HRS X RATE
SURVEY MANAGER		28	\$135	\$3,780
TECH		90	\$80	\$7,200
TOTALS		118		\$10,980
GRAND TOTAL				\$45,000



June 12, 2017

Mr. Mike Warnke, P.E.

Volkert, Inc.

651 East Burgess Road, Suite 52

Pensacola, Florida 32504

Subject: Proposal to Perform a Subsurface Exploration and Geotechnical Engineering Services
Pensacola Beach Congestion Management Plan – Alternate C
Pensacola Beach, Escambia County, Florida
NOVA Proposal Number 016-20170215r2

Dear Mr. Warnke,

NOVA Engineering and Environmental LLC (NOVA) appreciates the opportunity to submit this proposal to conduct the requested geotechnical explorations for the proposed roundabouts with pedestrian underpasses (Alternate C) in Pensacola Beach – Escambia County, Florida. This proposal contains our understanding of the project, our approach to the exploration, and our fee estimate and schedule.

SITE AND PROJECT INFORMATION

Our understanding of the proposed development is based on:

- Recent conversations and email exchanges with the client; and
- Review of aerial photography via internet based GIS software, and review of readily available USGS Soil Survey data, also obtained from the internet.

We understand that Via De Luna Drive extending between Casino Beach and the Pensacola Beach Boardwalk could potentially be upgraded with two (2) roundabouts and pedestrian underpasses (which would require raising the finished pavement elevations as high as 6 feet above current grades along portions of the new roadway alignment). A third pedestrian underpass is also proposed beneath Fort Pickens Road near Casino Beach.

Please note; this exploration is limited to the structural foundation support (for the pedestrian underpass structures), high mast lighting foundations, retaining wall structures, and pavement section design aspects of the planned improvements project; hence, additional information regarding overall project development is not relevant.

PROPOSED SCOPE OF SERVICES

Our proposed scope of services is designed to evaluate the improvements to assess the subsurface conditions as they pertain to the presence of organic materials, loose or otherwise unsuitable soils, subsurface utilities, and groundwater.

We anticipate that pavement cores with subsequent continuously-sampled auger boring data will be sufficient to evaluate the subsurface conditions along the proposed Via De Luna Drive and Fort Pickens Road alignments that will be impacted by this project, and Standard Penetration Test (SPT) boring data will be sufficient to evaluate the deeper subsurface conditions present beneath the planned pedestrian underpass locations, retaining wall alignments, and high mast lighting foundations. All drilling, sampling and testing on this project will be conducted in general accordance with ASTM procedures or other applicable standards and practices. Additionally, it has been requested that a Ground Penetrating Radar (GPR) survey be conducted to locate subsurface utilities and obstructions along the alignment of study. We will not perform additional services without your prior approval.

- **Proposed Field Exploration**

Based on our experience, we recommend performing the following field services to evaluate the subsurface conditions present:

Via De Luna Drive

- Perform six (6), pavement cores with subsequent 5-foot deep auger borings along the alignment of study.

Fort Pickens Road

- Perform two (2), pavement cores with subsequent 5-foot deep auger borings along the alignment of study.

Pedestrian Underpasses

- Perform two (2), 50-foot deep SPT borings at each underpass location (i.e., 6 borings total).

Retaining Walls

- Perform twelve (12), 25-foot deep SPT borings at along the retaining wall alignments at locations specified by the client.

High Mast Lighting Foundations

- Perform fifteen (15), 15-foot deep SPT borings at along the roadway alignment at locations specified by the client (to be completed at 60% submittal)

- **Laboratory Testing**

Our proposed laboratory-testing program will include visual classification of the soil samples collected during the drilling process in accordance with the Unified Soil Classification System (USCS) and ASTM standards. **Laboratory testing will also include limited classification tests (up to 20 fines content tests, 20 natural moisture content determinations, 2 Atterberg Limits tests and 2 LBR tests) of representative soils.**

In accordance with the attached General Terms and Conditions, soil samples will be disposed of 30-days after submittal of the final report, unless requested otherwise by the client.

- **Evaluation and Report**

Upon completion of the field exploration, we will evaluate the data obtained and prepare a written report for the site summarizing the findings, along with our conclusions and recommendations. We will keep you informed of our progress and findings throughout the course of the exploration.

If poor or unanticipated subsurface conditions are encountered, we will contact you to develop a revised scope for our services prior to proceeding. A professional engineer registered in the State of Florida will prepare the report.

Our written report will include the following:

- A description of the site, fieldwork, laboratory testing and general soil conditions encountered, as well as a Boring Location Plan, and individual Test Boring Records.
- Site preparation considerations that include geotechnical discussions regarding site stripping and subgrade preparation, and engineered fill/backfill placement.
- Recommendations for controlling groundwater and/or run-off during construction, and the need for permanent dewatering systems based on the anticipated post construction groundwater levels.
- Recommendations for subgrade preparation in the proposed pavement areas.
- Deep foundation recommendations for the pedestrian underpass structures.
- Foundation recommendations for the proposed high mast lighting foundations (borings to be completed and report updated at 60% submittal).
- Recommendations for retaining walls design.
- Existing pavement section thicknesses and base course types, to be used for bidding the demolition of the existing roadways preparatory to raising site grades to install the new roadways.
- A recommended flexible pavement section based on provided or assumed traffic loadings.
- Suitability of on-site soils for re-use as structural fill and backfill. Additionally, the criteria for suitable fill materials will be provided.
- Recommended quality control measures (i.e. sampling, testing, and inspection requirements) for site grading and pavement section construction.

NOVA will inform you of any obvious odors or materials seen during completion of our study. However, the assessment of site environmental conditions, the detection of pollutants in the soil, rock or groundwater, or laboratory-testing of samples, wetlands evaluation, or a site-specific seismic study are beyond the scope of this exploration. However, if requested, NOVA can also provide these services.

GEOPHYSICAL SURVEY

Specifically, we propose to deploy to the site a GPR Technician with appropriate GPR equipment to evaluate to the most accurate degree feasible the limited subsurface utilities within the specified area. We understand that the test area is accessible to our equipment.

We will evaluate the data obtained in the field as the survey is being conducted. Suspected utility locations identified in the GPR imagery will be marked on the ground surface with paint. NOVA will provide a written daily field report that summarizes the field observations, equipment utilized, fieldwork techniques, and typical findings of the survey as best can be determined by the means and methods employed. If poor or unanticipated conditions are encountered, we will contact you to develop a revised scope for our services prior to proceeding.

SITE UTILITIES

Prior to beginning field activities, NOVA will contact the underground locator service. They require 72 hours' notice to mark utilities along roadway right of ways adjacent to the sites. Beyond normal due-diligence and working with the owner's personnel, we cannot be responsible for encountering utilities.

Please note that NOVA has assumed that any permits for access, land and/or wetlands disturbance, tree cutting, etc. will be obtained by the **CLIENT** prior to our mobilization on site. Additionally, boreholes will be backfilled after completion with soil cuttings from the drilling process (and will be capped with quick-setting grout for the core locations), and some future subsidence of the boreholes should be anticipated. No site restoration is planned and no monies have been budgeted for such. If NOVA is responsible for site clearing to access specific boring locations, any aforementioned permits, fees, site restoration, etc. are assumed to be our Client's responsibility unless we are specifically made aware of such at the time of authorization, which will result in adjustments in our budget and schedule.

COMPENSATION

The fee for our proposed scope of services will be as noted on the following page:

- ◆ **Alternate C – Roundabouts and Pedestrian Underpasses:** Complete 29 SPT borings and 8 pavement cores with auger borings (up to 665 LF of drilling), Site cleanup (i.e. backfilling of boreholes with soil cuttings, patching core locations with quick-setting grout), Laboratory testing, Engineering evaluation and Reporting**\$ 15,650 Lump Sum**

- ♦ **Limited Utility Locating GPR Services:** Mobilize a GPR Operator and GPR equipment to locate potential subsurface utilities in the roadway alignments of interest, data reduction, evaluation and field reporting.....**\$ 1,500 Lump Sum**

The noted cost includes the electronic submittal of the written reports to our client, or to other parties specified by you. If requested, we will submit up to two “hard copies” of each report to you as well. Final costs will be based on the actual completed scope of work (if adjustments are required) and the NOVA geotechnical unit rate schedule. We will not exceed the authorized budget without prior approval.

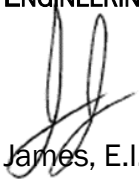
SCHEDULE AND AUTHORIZATION

Based upon our current schedule, we can begin work on the project immediately after receiving written authorization to proceed. Our field team can likely mobilize to the site within a few days of the utility locates being completed. We anticipate that fieldwork will take approximately 4-5 days to complete, with the subsequent exploration for the lighting foundations taking 2-3 days to complete. We will provide verbal findings as the field data is gathered and evaluated. The final report will be submitted within 1 week of completion of the lab work. If the report is needed sooner, NOVA will make every reasonable effort to accommodate your schedule.

To formalize the agreement between us, please execute a copy of the attached Professional Services Agreement and return it to us. The attached NOVA General Terms and Conditions will govern the work described in this proposal. Please note that the final report cannot be issued without formal, written authorization.

Again, we thank you for the opportunity to submit this proposal and look forward to working with you. In the meantime, please contact us if you have any questions or if we may be of further service.

Sincerely,
NOVA ENGINEERING & ENVIRONMENTAL LLC



Jesse James, E.I.
Staff Engineer



William L. Lawrence, P.E.
Branch Manager

- Attachments: Professional Services Agreement
GPR Survey Methodologies and Limitations
Schedule of Fees – Geotechnical Services
General Terms & Conditions



Professional Services Agreement

Date: June 12, 2017	Proposal Number: 016-20170215r2
PROJECT NAME AND ADDRESS: PBCMP – ALTERNATE C Pensacola Beach, Escambia County, Florida	CLIENT NAME AND ADDRESS: Volkert, Inc. 651 East Burgess Road, Suite 52 Pensacola, Florida 32504 Attn: Mr. Mike Warnke, P.E. Email: mike.warnke@volkert.com Phone: (850) 512-8935 Fax:
Geotechnical Services (reference Scope of Work included herein)	
<u>Accepted</u>	
Geotechnical Services – Lump Sum.....	\$ 15,650 <input type="checkbox"/>
Limited Utility Locating GPR Services – Lump Sum	\$1,500 <input type="checkbox"/>
Note: The costs for additional, requested and/or authorized services will be invoiced in accordance with the attached Geotechnical Services Schedule of Fees.	

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

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

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

DESCRIPTION OF SURVEY METHODOLOGIES AND LIMITATIONS

Ground Penetrating Radar (GPR) consists of a set of integrated electronic components that transmits electromagnetic waves into the surface and records the energy reflected back to the surface. The GPR system consists of an antenna, which serves as both a transmitter and receiver, and a profiling recorder that both processes the incoming signal and provides a graphic display of the data. The GPR data can be reviewed as both printed hard copy output or recorded on the profiling recorder's hard drive for later review. NOVA uses a GSSI Structure Scan Mini GPR system.

A GPR survey provides a graphic cross-sectional view of subsurface conditions. This cross-sectional view is created from the reflections of repetitive short-duration electromagnetic (EM) waves that are generated as the antenna is pulled across the surface. The reflections occur at the subsurface contacts between materials with differing electrical properties. The electrical property contrast that causes the reflections is the dielectric permittivity that is directly related to conductivity of a material. The GPR method is commonly used to identify such targets as reinforcing steel, conduit, voids or other embedded elements. The greater the electrical contrast between the surrounding materials and target of interest, the greater the amplitude of the reflected return signal. Unless the buried object is metal, only part of the signal energy will be reflected back to the antenna with the remaining portion of the signal continuing to propagate downward to be reflected by deeper features. If there is little or no electrical contrast between the target interest and surrounding materials it will be very difficult if not impossible to identify the object using GPR.

The GPR signal is attenuated (absorbed) as it passes through materials. As the energy of the GPR signal is diminished due to attenuation, the energy of the reflected waves is reduced, eventually to the level that the reflections can no longer be detected. As the conductivity of the material increases, the attenuation of the GPR signal increases thereby reducing the signal penetration depth.

For concrete structures, the GPR survey is conducted along a set of perpendicularly orientated transects. The survey is conducted in two directions because embedded elements are often asymmetric. 3-dimensional grids are used to expand on the details that are provided by 2-dimensional scans.

Depth estimates to the top of embedded elements are determined by dividing the time of travel of the GPR signal from the ground surface to the top of the feature by the velocity of the GPR signal. The velocity of the GPR signal is accounted for by using recommended dielectric constants that are published in tables for various ages and environmental conditions for the concrete elements to be scanned.

Interpretation and Limitations of GPR data

The analysis and collection of GPR data is both a technical and interpretative skill. The technical aspects of the work are learned from both training and experience. Having the opportunity to compare GPR data collected in numerous settings to the results from studies performed at the same locations develops interpretative skills. The ability of GPR to collect interpretable information at a project site is limited by the attenuation (absorption) of the GPR signal by underlying materials. Once the GPR signal has been attenuated at a particular depth, information regarding deeper conditions will not be obtained. GPR data can only resolve subsurface elements that have a sufficient electrical contrast between the feature in question and surrounding materials. If an insufficient contrast is present, the subsurface feature may not be identifiable. NOVA can make no warranties or representations of conditions that may be present beyond the resolving capability of the GPR equipment or in areas that were not accessible to the investigation.

GEOTECHNICAL SERVICES 2017 SCHEDULE OF FEES

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

Geotechnical Aide	per hour	\$ 78.00
Staff Engineer	per hour	\$ 88.00
Project Engineer and/or P.E.	per hour	\$ 100.00
Senior Engineer, P.E.	per hour	\$ 140.00
Chief Engineer, P.E.	per hour	\$ 170.00
Principal Materials Consultant	per hour	\$ 170.00

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

Mobilization	lump sum	\$ 500.00
Soil Test borings (n<50 bpf)	per foot	\$ 12.50
<i>Borings deeper than 50 feet will have a \$2.50 per foot surcharge</i>		
Casing (where required) less than 50 feet	per foot	\$ 7.00
Undisturbed Sampling	each	\$ 175.00
Extra Split-spoon samples	each	\$ 45.00
Difficult Moving or Standby	per hour	\$ 225.00
Clearing: light clearing performed by drill crew	per hour	\$ 225.00

LABORATORY *For laboratory testing of selected soil samples.*

Atterberg Limits Test	per test	\$ 75.00
Natural Moisture Content	per test	\$ 15.00
Organic Content	per test	\$ 75.00
Standard Proctor	per test	\$ 125.00
Modified Proctor	per test	\$ 145.00
Limerock Bearing Ratio (LBR) Test	per test	\$ 425.00
Grain Size Analysis	per test	\$ 100.00
Percent Fine than No. 200 sieve	per test	\$ 65.00
Constant/Falling Head Permeability Testing	per test	\$ 250.00
Resistivity, Chloride/Sulfate & pH (Corrosion	per test	\$ 225.00
Triaxial Shear Testing (3 point CU)	per test	\$ 950.00

OTHER *For other job-related expenses.*

Clerical/Drafting	per hour	\$ 58.00
Vehicle Trip Charge	per mile	\$ 0.60
Misc. Direct Expenses/Supplies		Cost plus 20%

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

140-A Lurton Street
Pensacola, Florida 32505
850.607.7782

17612 Ashley Drive
Panama City Beach, Florida 32413
850.249.6682
850.249.6683 (Fax)

1630-C Old Bainbridge Road
Tallahassee, Florida 32303
850.421.6682



NOVA Engineering and Environmental LLC
GENERAL TERMS AND CONDITIONS

1. SCOPE OF WORK

NOVA Engineering and Environmental LLC (NOVA) shall perform the services limited to and specifically defined in this Agreement (including any Project Specific condition attached hereto) and shall invoice the Client in accordance with the compensation section of this Agreement. Any estimate of cost to the Client as stated in this Agreement or any of the accompanying schedules shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this Agreement). NOVA will provide additional services under this Agreement as requested by the Client in writing subject to acceptance by NOVA. Client will be invoiced for additional services at NOVA's standard rates or as mutually agreed upon, including but not limited to, re-reviews, re-inspections, re-tests, stand-by time, scope changes, services outside normal business hours or services provided beyond the estimated project duration. To the extent these General Terms and Conditions are part of a proposal for services, the proposal shall be valid for ninety (90) days unless otherwise stated. Once a proposal is accepted, these General Terms and Conditions shall apply to all services performed and shall survive any termination of the Agreement or completion of services.

Notwithstanding any other provision of this Agreement or any other agreement entered into by NOVA with respect to the Project, NOVA shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by NOVA (if any).

The review of contractor submittals (for example, shop drawings or project samples) is not included in NOVA's Scope of Services unless specifically set forth in this Agreement. If such services are to be provided, the review is conducted only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction drawings and specifications prepared by NOVA (or by others if so set forth in the Agreement) and is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor to the extent required by its contract. NOVA's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. NOVA's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the drawings, specifications and other documents applicable to the contractor's obligations, NOVA shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the drawings, specifications and other documents prepared by NOVA.

Neither site visits for any purpose nor the observation by NOVA of any contractor's work are included in NOVA's scope of services unless specifically set forth in this Agreement. If NOVA is engaged to visit the site and conduct observations of a contractor's work, NOVA shall provide such services at the intervals agreed with Client in writing (or if no such interval is agreed upon in writing, then at such intervals as NOVA deems appropriate given any budgetary constraints imposed by Client), subject to any limitations on the number of such visits set forth in this Agreement. The general purpose of such observations is to become generally familiar with the progress and quality of the construction work as described in the drawings, specifications or other documents specifically identified in this Agreement and to determine, in general, if such construction work is proceeding in accordance with such drawings, specifications or other identified documents. NOVA shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such construction work. On the basis of such on-site observations as an engineer, NOVA shall keep Client informed of the progress and quality of such construction work and shall endeavor to guard the Client against defects and deficiencies in such work of contractor.

2. RIGHT OF ENTRY

The Client, at its sole cost and expense, will provide for reasonable right of entry of NOVA personnel to perform the scope of work and all necessary equipment to the project site or sites, in order to complete the work.

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3. INVOICES

NOVA will submit invoices to Client monthly and a final bill upon completion of services. There shall be no retainage, unless otherwise agreed upon in the Agreement. NOVA shall furnish insurance certificates, lien waivers, affidavits or other reasonably available documents as and when requested by Client provided all amounts due to NOVA have been paid.

Payment is due within thirty (30) days after the receipt of invoice. Interest charges will start to accrue forty-five (45) days from the invoice date. Client agrees to pay an interest charge equal to the lesser of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts. NOVA shall be entitled to recover any and all costs incurred, including attorneys' fees ("Collection Costs") in connection with its efforts to collect past due sums. The minimum amount of such Collection Costs is agreed to be the lesser of (1) ten percent (10%) of the past due amount or (2) the maximum amount allowed by law. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client. The Client agrees to pay NOVA for its services in accordance with this Agreement, regardless of whether or not he has been paid by his client.

In the event that the Client disputes any items billed in an invoice, the Client shall notify NOVA within ten (10) days specifying the complaint and, in the meantime, all amounts to which there is not a reasonable and good faith dispute to payment shall be paid promptly. Any dispute not raised within such ten (10) day period is waived. The Client's failure to make timely payment due under this Agreement in accordance with the terms of this Agreement shall constitute a material breach of this Agreement and NOVA shall be entitled, upon seven (7) days written notice to Client to terminate this Agreement or, at its option, suspend its performance until all sums then due under this Agreement have been paid.

If NOVA is called upon by Client, or subpoenaed by any other person, to testify or produce records in an action at law, equity, arbitration, or in a pre-trial hearing or conference, as to any work performed by anyone in connection with the Project, NOVA shall be paid by the Client for all time spent while testifying and preparing therefor and producing such records in accordance with the rates set forth in the attached Agreement.

4. SAFETY

NOVA is only responsible for the safety on site of its own employees and subcontractors. However, this shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of NOVA, nor the presence of NOVA's employees and subcontractors shall be construed to imply NOVA has any responsibility for job safety or any activities on site performed by personnel other than NOVA's employees or subcontractor.

5. STANDARD OF CARE

Service performed by NOVA under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the location where the services are to be performed ("Standard of Care").

Notwithstanding anything in this Agreement to the contrary, NOVA shall only be liable to pay damages to Client arising out of or in connection with the Services or this Agreement, to the extent that such damages are caused by, and are in proportion to, the negligence of, or breach of the Standard of Care by, NOVA. If NOVA is considered to be liable jointly with any third parties, the portion of damages payable by NOVA shall be limited to the portion of liability which is attributable to NOVA's breach of the Standard of Care on a comparative fault basis. Client acknowledges that NOVA's services will be rendered without any warranty, express or implied and all such warranties are expressly waived by Client. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party, including the project owner (if not the Client) and any contractor, subcontractor, vendor or material supplier, against either the Client or NOVA.

6. INSURANCE & GENERAL LIABILITY

NOVA represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that NOVA has such coverage under public liability and property damage insurance policies which NOVA deems to be adequate and in line with other professional service firms currently practicing under similar conditions. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Additional insurance, if requested in writing by Client prior to commencement of services, will be obtained by NOVA, if procurable, and charged to the Client.

NOVA Engineering and Environmental LLC
GENERAL TERMS AND CONDITIONS

The Client shall cause any contractor responsible for the construction of work (or related activities) designed, specified or reviewed by NOVA or responsible for any other activities relating to NOVA's services, to hold harmless, indemnify and defend NOVA, to the fullest extent permitted by law, from and against any and all damages, liabilities, claims, suits, costs and expenses (including reasonable attorney's fees and other costs of investigation and defense) arising in connection with the negligence, breach of contract or strict liability of any contractor or any of their subcontractors or any of their vendors. Client shall also name, and cause such contractor(s) to name, NOVA as additional insureds on its and each such contractor's Commercial General Liability insurance policy and Umbrella/Excess liability insurance policy (with policy limits at the greater of the limits required for the Project or Five Million Dollars per occurrence and in the per project aggregate) and to maintain such coverage until the completion of its contract and to provide NOVA with a Certificate of Insurance so naming NOVA as an additional insured on an annual basis for so long as Client and/or contractor maintains or is obligated to maintain such coverage.

7. DISPUTES

All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be governed by Florida law and shall be submitted to non-binding mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and NOVA shall select a neutral mediator by mutual agreement. If a Dispute cannot be settled through mediation as set forth above, then such Dispute, if involving amounts less than \$100,000, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree following termination of mediation. Notwithstanding any other provisions of this Section, in no event shall a demand for mediation be made, or any other proceeding initiated, more than two (2) years from the date the party making demand knew or should have known of the dispute or five (5) years from the date of substantial completion of Nova's Services, whichever date shall occur earlier. All mediation, arbitration, or litigation shall take place in Broward County, Florida, unless the parties agree otherwise. The fees of the mediator or arbitrator(s) and the costs of transcription and other costs incurred by the mediator or arbitrator(s) shall be apportioned equally between the parties. Thereafter, with respect to any Disputes involving amounts equal to or greater than \$100,000, if any legal action or other proceeding is brought with respect to such Dispute, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, costs and expenses, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

8. DELAYS IN WORK

In no event, will NOVA will be responsible for delays in the work which is beyond our reasonable control or caused by Client or its agents, consultants, contractors or subcontractors. Stand-by or non-productive time for delays in our work caused by Client or its agents, consultants, contractors or subcontractors may be charged to the Client unless provided for as a separate item in the Agreement or otherwise as mutually agreed upon.

9. TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In all events of termination, NOVA shall be paid for services performed up to and through the date of termination plus reasonable expenses to demobilize. In the event of termination, or suspension for more than three (3) months, NOVA shall, at its option, be permitted to terminate this Agreement upon seven (7) days written notice to Client. Further, if said termination is prior to NOVA's completion of all reports contemplated by this Agreement, NOVA may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of NOVA in completing such analyses, records, and reports and shall be due and payable by Client promptly upon invoice from NOVA, together with all reasonable termination costs and expenses.

10. ASSIGNS

This Agreement may not be assigned by either party without the prior written consent of the other party, provided, however, that NOVA may assign this Agreement in the case of sale of all or substantially all of its assets or equity. To the extent consent is required it shall not be unreasonably withheld.

11. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by NOVA, as instruments of service, shall remain the property of NOVA and shall retain all common law, statutory and other reserved rights, including copyrights ("NOVA Documents"). Contingent on the Client's full and timely payment of all sums due under this Agreement, NOVA grants Client a non-exclusive license to use the final and complete versions of the NOVA Documents solely and exclusively for purposes set forth in this Agreement. The foregoing license does not extend to any CADD files or 3D model created by NOVA, unless expressly set forth herein. If NOVA Documents are prepared "for construction", the license granted in the preceding sentences of this Paragraph permits the Client to authorize the contractor and subcontractors, and material or equipment suppliers to reproduce applicable portions of NOVA Documents solely and exclusively for use in performing their services or construction for the Project. NOVA Documents shall only be used for their intended purpose. NOVA Documents are not to be used on other projects, for alternations, extensions or additions to this Project or for completion of this Project by others, except by agreement in writing and with appropriate compensation to NOVA. If Client is granted a license with respect to any CADD files or 3D models, Client agrees to be bound to the terms of the NOVA License for Use of Electronic Files and 3D Models. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever. NOVA will retain all pertinent records relating to the services performed for a period of three (3) years following submission of the report, during which period the records will be made available to the Client at all reasonable times and an administrative fee may be charged to the Client for retrieval and reproduction of such records.

12. FAILURE TO FOLLOW RECOMMENDATIONS

NOVA will not be held liable for problems that may occur if NOVA's recommendations are not followed.

13. LIMITATION OF LIABILITY

Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. Client acknowledges and agrees that in no event shall the liability of NOVA in connection with this Agreement or the services provided pursuant thereto exceed the fee actually paid to and received by NOVA under this Agreement or \$100,000 whichever is greater. This Agreement and the services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

Notwithstanding anything to the contrary contained in this Agreement or provided for under any applicable law, neither NOVA nor Client shall be liable to the other party, either in contract or in tort, for any consequential, incidental, indirect, special or punitive damages, including without limitation any delays damages, loss of future revenue, income or profits or any diminution of value, financing costs or costs of lost opportunities relating to this Agreement, the services or the Project, whether or not the possibility of such damages has been disclosed to the other party in advance or could have been reasonably foreseen by such other party.

14. INDEMNIFICATION

Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless NOVA, and its officers, directors, agents and employees and any of them (collectively, the "NOVA Parties") from all claims, actions, damages, liabilities, losses, costs and expenses, including reasonable attorney's fees and defense costs (collectively "Losses"), arising out of, or in any way connected with, the performance or nonperformance of NOVA's obligations under this Agreement (including, without limitation, any act of negligence, omission or default by the NOVA Parties), up to an amount not to exceed the greater of \$100,000 or twelve times the amount of the fees charged for the services provided by NOVA in connection with this Agreement and the services hereunder. The parties agree that the foregoing amount of said indemnification bears a reasonable commercial relationship to the services provided by NOVA and that the indemnification provided herein is considered a part of the project specifications. Notwithstanding the foregoing, the NOVA Parties shall not be entitled to indemnification hereunder for any Losses resulting from the NOVA Parties'

NOVA Engineering and Environmental LLC
GENERAL TERMS AND CONDITIONS

gross negligence, or willful, wanton or intentional misconduct or for any statutory violation or punitive damages (except to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Client or any of the Client's contractors, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees). Except as set forth in the preceding sentence, the NOVA Parties rights to indemnification shall include, without limitation, indemnification for any and all Losses which may be suffered by any NOVA Party as a result of any (i) failure of Client to follow or implement any of its recommendations, (ii) any breach by Client of its obligations under the Agreement, and (iii) exposure of NOVA's employees or agents to any hazardous materials at the jobsite.

Upon notice by the NOVA Parties, Client shall defend the NOVA Parties with counsel chosen by NOVA Parties, subject to the consent of Client, which consent shall not be unreasonably withheld. The parties agree that this duty to defend is separate and distinct from any indemnity obligation, and the duty shall extend to any claims asserted against the NOVA Parties arising out of or related to the project, regardless of whether Client is obligated to indemnify the NOVA Parties for the loss, claim, or damage.

15. HAZARDOUS MATERIALS

It is acknowledged by both parties that NOVA's scope of services does not include any services related to asbestos or hazardous or toxic materials unless specifically identified in our scope of services. In the event NOVA or any other party encounters asbestos or hazardous materials at the jobsite, or should it become known in any adjacent areas that may affect the performance of NOVA's services, NOVA may, without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations. In addition, the Client shall hold harmless, defend and indemnify NOVA Parties, from and against any and all Claims arising, in whole or in part, out of the discovery, presence, handling, removal or disposal of, or exposure of persons to, any hazardous materials in any form at the Project site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), bacteria, mold, fungi, lead based paints or other similar materials or other toxic substances, infectious materials, or contaminants.

16. SAMPLE DISPOSAL

Unless other arrangements are made, NOVA will dispose of all soil and rock samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by NOVA. Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, NOVA shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal.

17. AQUIFER CONTAMINATION

Client acknowledges that it is impossible for NOVA to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although NOVA will take reasonable precautions in accordance with the Standard of Care to avoid such an occurrence, Client waives any claim against, and (without limiting the generality of Section 14 hereof) agrees to indemnify and hold harmless NOVA in accordance with the terms and conditions set forth in this Agreement from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate NOVA for any time spent and expenses incurred in defense of any such claim.

18. DEFINITIONS

As used herein, the following words and their derivative words or phrases have the meanings indicated, unless otherwise specified in the various sections of this Agreement.

AGREEMENT: means the Agreement between the parties, which shall describe and govern Client's engagement of NOVA to provide services in connection with the project or work identified in the proposal (Proposal), and consists of the Proposal, these General Terms and Conditions, and any exhibits or attachments referenced in any of these documents.

CERTIFY, CERTIFICATION: NOVA's opinion based on its observation of conditions, knowledge, information and beliefs. It is expressly

understood such opinions relieve no other party of any responsibility or obligation he or she has accepted by contract or custom.

ESTIMATE: An opinion of probable cost for services made by NOVA. The accuracy of probable cost for services opinion cannot be guaranteed.

INSPECT, INSPECTION: The visual observation of certain aspects of construction to permit NOVA to render its professional opinion as to whether the contractor is performing the Work in a manner indicating that, when completed, the Work will be in general accordance with the approved documents. Such observations do not relieve any party from fulfillment of their customary and contractual responsibilities and obligations.

19. LIMITATION OF LIABILITY

It is intended by the parties to this Agreement that NOVA's services under this Agreement shall not subject NOVA's individual employees, officers, shareholders, managers, members or directors to any personal legal exposure for the risks associated with the services to be rendered on the project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against NOVA, a Delaware limited liability company, and not against any of NOVA's employees, shareholders, officers, managers, members or directors.

TO THE FULLEST EXTENT PERMITTED BY LAW, PURSUANT TO FLORIDA STATUTE § 558.0035, NO EMPLOYEE, OFFICER, SHAREHOLDER, MANAGER, DIRECTOR OR AGENT OF NOVA SHALL BE INDIVIDUALLY LIABLE TO CLIENT OR ANY OTHER PERSON FOR ANY NEGLIGENCE, MISCONDUCT OR WRONGFUL ACTS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR OTHERWISE, WHETHER SUCH CLAIMS ARE BASED IN CONTRACT, STATUTE, OR TORT.

20. MISCELLANEOUS

AMENDMENT: This Agreement may be amended, modified or supplemented, but only in writing signed by each of the parties hereto.

WAIVERS: The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

SEVERABILITY: If any provision or sub-provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or sub-provisions contained herein shall not be affected thereby.

INTEGRATION: This Agreement represents the entire understanding and agreement among the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and among such parties.

SOVEREIGN IMMUNITY: In the event that the Client is the State of Florida or another "state agency or subdivision" within the meaning of Florida Statute Section 768.28(2), then NOVA (and all NOVA Parties) shall for all purposes provided in this Agreement and otherwise be deemed an agent of the Client for purposes of sovereign immunity whether under Florida Statute Section 768.28 and otherwise, including without limitation Florida Statute Section 768.28(9)(a). Client shall fully cooperate, at its sole cost and expense, with NOVA and take all necessary and appropriate actions to qualify NOVA (and the NOVA Parties) for and defend its and their right of sovereign immunity as an agent of the Client for purposes of Florida law, including without limitation under Florida Statute §768.28.

NOVA Employees: Client agrees not to recruit or hire any NOVA employee currently or previously working under this Agreement during the contract period or within twelve months of termination of the contract, either for themselves or any third party. In the event Client violates this clause, NOVA shall have the right of injunctive relief, and Client shall pay NOVA \$25,000 or 25% (percent) of the employee's current annual, base salary, whichever is greater, with payment being made within 15 days of NOVA's written notice to Client of said violation.



June 12, 2017

Mr. Mike Warnke, P.E.

Volkert, Inc.

651 East Burgess Road, Suite 52

Pensacola, Florida 32504

Subject: Proposal to Perform a Subsurface Exploration and Geotechnical Engineering Services
Pensacola Beach Congestion Management Plan – Project 2g
Pensacola Beach, Escambia County, Florida
NOVA Proposal Number 016-20170214r2

Dear Mr. Warnke,

NOVA Engineering and Environmental LLC (NOVA) appreciates the opportunity to submit this proposal to conduct the requested geotechnical explorations for the additional parking lots (Project 2g) in Pensacola Beach – Escambia County, Florida. This proposal contains our understanding of the project, our approach to the exploration, and our fee estimate and schedule.

SITE AND PROJECT INFORMATION

Our understanding of the proposed development is based on:

- Recent conversations and email exchanges with the client; and
- Review of aerial photography via internet based GIS software, and review of readily available USGS Soil Survey data, also obtained from the internet.

We understand that a portion of the Pensacola Beach Congestion Management Plan includes adding new parking lots at three (3) locations along Via De Luna Drive and Fort Pickens Road.

Please note; **this exploration is limited to the high mast lighting foundation and pavement section design aspects of the planned improvements project**; hence, additional information regarding overall project development is not relevant.

PROPOSED SCOPE OF SERVICES

Our proposed scope of services is designed to evaluate the aforementioned parking lot additions to assess the subsurface conditions as they pertain to the presence of organic materials, loose or otherwise unsuitable soils, and groundwater. We anticipate that continuously sampled auger boring data will be sufficient to evaluate the subsurface conditions at each proposed parking lot area, and SPT borings will be sufficient to analyze the lighting foundations.

All drilling, sampling and testing on this project will be conducted in general accordance with ASTM procedures or other applicable standards and practices. We will not perform additional services without your prior approval.

- **Proposed Field Exploration**

Based on our experience, we recommend performing the following field services to evaluate the subsurface conditions present:

~~Via De Luna Drive near Avenue 17~~

- ~~- Perform eight (8), 5-foot deep auger borings within the proposed parking lot footprint.~~
- ~~- Perform eight (8), 15-foot deep SPT borings within the proposed lighting mast assemblies (borings to be completed at 60% submittal).~~

~~Fort Pickens Road near Sheriff Substation~~

- ~~- Perform ten (10), 5-foot deep auger borings within the proposed parking lot footprint.~~
- ~~- Perform ten (10), 15-foot deep SPT borings within the proposed lighting mast assemblies (borings to be completed at 60% submittal).~~

Via De Luna Drive at Old Visitor Center

- Perform two (2), 5-foot deep auger borings within the proposed parking lot footprint.
- Perform two (2), 15-foot deep SPT borings within the proposed lighting mast assemblies (borings to be completed at 60% submittal).

- **Laboratory Testing**

Our proposed laboratory-testing program will include visual classification of the soil samples collected during the drilling process in accordance with the Unified Soil Classification System (USCS) and ASTM standards. **Laboratory testing will also include limited classification tests (up to 12 fines content tests, 12 natural moisture content determinations and 3 LBR tests) of representative soils.**

In accordance with the attached General Terms and Conditions, soil samples will be disposed of 30-days after submittal of the final report, unless requested otherwise by the client.

- **Evaluation and Report**

Upon completion of the field exploration, we will evaluate the data obtained and prepare a written report for the site summarizing the findings, along with our conclusions and recommendations. We will keep you informed of our progress and findings throughout the course of the exploration.

If poor or unanticipated subsurface conditions are encountered, we will contact you to develop a revised scope for our services prior to proceeding. A professional engineer registered in the State of Florida will prepare the report.

Our written report will include the following:

- A description of the site, fieldwork, laboratory testing and general soil conditions encountered, as well as a Boring Location Plan, and individual Test Boring Records.
- Site preparation considerations that include geotechnical discussions regarding site stripping and subgrade preparation, and engineered fill/backfill placement.
- Recommendations for controlling groundwater and/or run-off during construction, and the need for permanent dewatering systems based on the anticipated post construction groundwater levels.
- Recommendations for subgrade preparation in the proposed parking lot areas.
- Foundation recommendations for the proposed high mast lighting (borings to be completed and report updated at 60% submittal).
- A recommended flexible pavement section based on provided or assumed traffic loadings.
- Suitability of on-site soils for re-use as structural fill and backfill. Additionally, the criteria for suitable fill materials will be provided.
- Recommended quality control measures (i.e. sampling, testing, and inspection requirements) for site grading, high mast lighting foundation, and pavement section construction.

NOVA will inform you of any obvious odors or materials seen during completion of our study. However, the assessment of site environmental conditions, the detection of pollutants in the soil, rock or groundwater, or laboratory-testing of samples, wetlands evaluation, or a site-specific seismic study are beyond the scope of this exploration. However, if requested, NOVA can also provide these services.

SITE UTILITIES

Prior to beginning field activities, NOVA will contact the underground locator service. They require 72 hours' notice to mark utilities along roadway right of ways adjacent to the sites. Beyond normal due-diligence and working with the owner's personnel, we cannot be responsible for encountering utilities.

Please note that NOVA has assumed that any permits for access, land and/or wetlands disturbance, tree cutting, etc. will be obtained by the **CLIENT** prior to our mobilization on site. Additionally, boreholes will be backfilled after completion with soil cuttings from the drilling process, and some future subsidence of the boreholes should be anticipated. No site restoration is planned and no monies have been budgeted for such. If NOVA is responsible for site clearing to access specific boring locations, any aforementioned permits, fees, site restoration, etc. are assumed to be our Client's responsibility unless we are specifically made aware of such at the time of authorization, which will result in adjustments in our budget and schedule.

COMPENSATION

The fee for our proposed scope of services will be as noted below:

- ~~◆ **Via De Luna Drive near Avenue 17:** Complete 16 soil test borings (up to 160 LF of drilling), Site cleanup (i.e. backfilling of boreholes with soil cuttings), Laboratory testing, Engineering evaluation and Reporting..... **\$ 4,600 Lump Sum**~~
- ~~◆ **Fort Pickens Road near Sheriff Substation:** Complete 20 soil test borings (up to 200 LF of drilling), Site cleanup (i.e. backfilling of boreholes with soil cuttings), Laboratory testing, Engineering evaluation and Reporting..... **\$ 5,600 Lump Sum**~~
- ◆ **Via De Luna Drive at Old Visitor Center:** Complete 4 soil test borings (up to 40 LF of drilling), Site cleanup (i.e. backfilling of boreholes with soil cuttings), Laboratory testing, Engineering evaluation and Reporting..... **\$ 1,900 Lump Sum**
- ◆ **TOTAL IF ALL WORK IS COMPLETED UNDER ONE REPORT** **\$10,750 Lump Sum**

The noted cost includes the electronic submittal of the written reports to our client, or to other parties specified by you. If requested, we will submit up to two “hard copies” of each report to you as well. Final costs will be based on the actual completed scope of work (if adjustments are required) and the NOVA geotechnical unit rate schedule. We will not exceed the authorized budget without prior approval.

SCHEDULE AND AUTHORIZATION

Based upon our current schedule, we can begin work on the project immediately after receiving written authorization to proceed. Our field team can likely mobilize to the site within a few days of the utility locates being completed. We anticipate that fieldwork will take approximately 1-2 days to complete. We will provide verbal findings as the field data is gathered and evaluated. The final report will be submitted within 1 week of completion of the lab work. If the report is needed sooner, NOVA will make every reasonable effort to accommodate your schedule.

To formalize the agreement between us, please execute a copy of the attached Professional Services Agreement and return it to us. The attached NOVA General Terms and Conditions will govern the work described in this proposal. Please note that the final report cannot be issued without formal, written authorization.

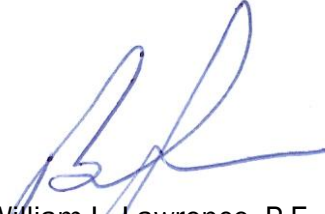
Again, we thank you for the opportunity to submit this proposal and look forward to working with you. In the meantime, please contact us if you have any questions or if we may be of further service.

Sincerely,

NOVA ENGINEERING & ENVIRONMENTAL LLC



Jesse James, E.I.
Staff Engineer



William L. Lawrence, P.E.
Branch Manager

Attachments: Professional Services Agreement
Schedule of Fees – Geotechnical Services
General Terms & Conditions



NOVA
Professional Services Agreement

Date: June 12, 2017	Proposal Number: 016-20170214r2
PROJECT NAME AND ADDRESS: PBCMP – PROJECT 2G Pensacola Beach, Escambia County, Florida	CLIENT NAME AND ADDRESS: Volkert, Inc. 651 East Burgess Road, Suite 52 Pensacola, Florida 32504 Attn: Mr. Mike Warnke, P.E. Email: mike.warnke@volkert.com Phone: (850) 512-8935 Fax:
Geotechnical Services (reference Scope of Work included herein)	
	<u>Accepted</u>
Via De Luna Drive near Avenue 17 – Lump Sum	\$ 4,600 <input type="checkbox"/>
Fort Pickens Road near Sheriff's Substation – Lump Sum.....	\$ 5,600 <input type="checkbox"/>
Via De Luna Drive at Old Visitor Center – Lump Sum	\$ 1,900 <input type="checkbox"/>
All Referenced Work Herein Completed Under One Report – Lump Sum.....	\$ 10,750 <input type="checkbox"/>
Note: The costs for additional, requested and/or authorized services will be invoiced in accordance with the attached Geotechnical Services Schedule of Fees.	

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

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

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

GEOTECHNICAL SERVICES 2017 SCHEDULE OF FEES

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

Geotechnical Aide	per hour	\$ 78.00
Staff Engineer	per hour	\$ 88.00
Project Engineer and/or P.E.	per hour	\$ 100.00
Senior Engineer, P.E.	per hour	\$ 140.00
Chief Engineer, P.E.	per hour	\$ 170.00
Principal Materials Consultant	per hour	\$ 170.00

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

Mobilization	lump sum	\$ 500.00
Soil Test borings (n<50 bpf)	per foot	\$ 12.50
<i>Borings deeper than 50 feet will have a \$2.50 per foot surcharge</i>		
Casing (where required) less than 50 feet	per foot	\$ 7.00
Undisturbed Sampling	each	\$ 175.00
Extra Split-spoon samples	each	\$ 45.00
Difficult Moving or Standby	per hour	\$ 225.00
Clearing: light clearing performed by drill crew	per hour	\$ 225.00

LABORATORY *For laboratory testing of selected soil samples.*

Atterberg Limits Test	per test	\$ 75.00
Natural Moisture Content	per test	\$ 15.00
Organic Content	per test	\$ 75.00
Standard Proctor	per test	\$ 125.00
Modified Proctor	per test	\$ 145.00
Limerock Bearing Ratio (LBR) Test	per test	\$ 425.00
Grain Size Analysis	per test	\$ 100.00
Percent Fine than No. 200 sieve	per test	\$ 65.00
Constant/Falling Head Permeability Testing	per test	\$ 250.00
Resistivity, Chloride/Sulfate & pH (Corrosion	per test	\$ 225.00
Triaxial Shear Testing (3 point CU)	per test	\$ 950.00

OTHER *For other job-related expenses.*

Clerical/Drafting	per hour	\$ 58.00
Vehicle Trip Charge	per mile	\$ 0.60
Misc. Direct Expenses/Supplies		Cost plus 20%

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

140-A Lurton Street
Pensacola, Florida 32505
850.607.7782

17612 Ashley Drive
Panama City Beach, Florida 32413
850.249.6682
850.249.6683 (Fax)

1630-C Old Bainbridge Road
Tallahassee, Florida 32303
850.421.6682



NOVA Engineering and Environmental LLC
GENERAL TERMS AND CONDITIONS

1. SCOPE OF WORK

NOVA Engineering and Environmental LLC (NOVA) shall perform the services limited to and specifically defined in this Agreement (including any Project Specific condition attached hereto) and shall invoice the Client in accordance with the compensation section of this Agreement. Any estimate of cost to the Client as stated in this Agreement or any of the accompanying schedules shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this Agreement). NOVA will provide additional services under this Agreement as requested by the Client in writing subject to acceptance by NOVA. Client will be invoiced for additional services at NOVA's standard rates or as mutually agreed upon, including but not limited to, re-reviews, re-inspections, re-tests, stand-by time, scope changes, services outside normal business hours or services provided beyond the estimated project duration. To the extent these General Terms and Conditions are part of a proposal for services, the proposal shall be valid for ninety (90) days unless otherwise stated. Once a proposal is accepted, these General Terms and Conditions shall apply to all services performed and shall survive any termination of the Agreement or completion of services.

Notwithstanding any other provision of this Agreement or any other agreement entered into by NOVA with respect to the Project, NOVA shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by NOVA (if any).

The review of contractor submittals (for example, shop drawings or project samples) is not included in NOVA's Scope of Services unless specifically set forth in this Agreement. If such services are to be provided, the review is conducted only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction drawings and specifications prepared by NOVA (or by others if so set forth in the Agreement) and is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor to the extent required by its contract. NOVA's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. NOVA's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the drawings, specifications and other documents applicable to the contractor's obligations, NOVA shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the drawings, specifications and other documents prepared by NOVA.

Neither site visits for any purpose nor the observation by NOVA of any contractor's work are included in NOVA's scope of services unless specifically set forth in this Agreement. If NOVA is engaged to visit the site and conduct observations of a contractor's work, NOVA shall provide such services at the intervals agreed with Client in writing (or if no such interval is agreed upon in writing, then at such intervals as NOVA deems appropriate given any budgetary constraints imposed by Client), subject to any limitations on the number of such visits set forth in this Agreement. The general purpose of such observations is to become generally familiar with the progress and quality of the construction work as described in the drawings, specifications or other documents specifically identified in this Agreement and to determine, in general, if such construction work is proceeding in accordance with such drawings, specifications or other identified documents. NOVA shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such construction work. On the basis of such on-site observations as an engineer, NOVA shall keep Client informed of the progress and quality of such construction work and shall endeavor to guard the Client against defects and deficiencies in such work of contractor.

2. RIGHT OF ENTRY

The Client, at its sole cost and expense, will provide for reasonable right of entry of NOVA personnel to perform the scope of work and all necessary equipment to the project site or sites, in order to complete the work.

Rev. 10-2016 - Florida

3. INVOICES

NOVA will submit invoices to Client monthly and a final bill upon completion of services. There shall be no retainage, unless otherwise agreed upon in the Agreement. NOVA shall furnish insurance certificates, lien waivers, affidavits or other reasonably available documents as and when requested by Client provided all amounts due to NOVA have been paid.

Payment is due within thirty (30) days after the receipt of invoice. Interest charges will start to accrue forty-five (45) days from the invoice date. Client agrees to pay an interest charge equal to the lesser of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts. NOVA shall be entitled to recover any and all costs incurred, including attorneys' fees ("Collection Costs") in connection with its efforts to collect past due sums. The minimum amount of such Collection Costs is agreed to be the lesser of (1) ten percent (10%) of the past due amount or (2) the maximum amount allowed by law. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client. The Client agrees to pay NOVA for its services in accordance with this Agreement, regardless of whether or not he has been paid by his client.

In the event that the Client disputes any items billed in an invoice, the Client shall notify NOVA within ten (10) days specifying the complaint and, in the meantime, all amounts to which there is not a reasonable and good faith dispute to payment shall be paid promptly. Any dispute not raised within such ten (10) day period is waived. The Client's failure to make timely payment due under this Agreement in accordance with the terms of this Agreement shall constitute a material breach of this Agreement and NOVA shall be entitled, upon seven (7) days written notice to Client to terminate this Agreement or, at its option, suspend its performance until all sums then due under this Agreement have been paid.

If NOVA is called upon by Client, or subpoenaed by any other person, to testify or produce records in an action at law, equity, arbitration, or in a pre-trial hearing or conference, as to any work performed by anyone in connection with the Project, NOVA shall be paid by the Client for all time spent while testifying and preparing therefor and producing such records in accordance with the rates set forth in the attached Agreement.

4. SAFETY

NOVA is only responsible for the safety on site of its own employees and subcontractors. However, this shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of NOVA, nor the presence of NOVA's employees and subcontractors shall be construed to imply NOVA has any responsibility for job safety or any activities on site performed by personnel other than NOVA's employees or subcontractor.

5. STANDARD OF CARE

Service performed by NOVA under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the location where the services are to be performed ("Standard of Care").

Notwithstanding anything in this Agreement to the contrary, NOVA shall only be liable to pay damages to Client arising out of or in connection with the Services or this Agreement, to the extent that such damages are caused by, and are in proportion to, the negligence of, or breach of the Standard of Care by, NOVA. If NOVA is considered to be liable jointly with any third parties, the portion of damages payable by NOVA shall be limited to the portion of liability which is attributable to NOVA's breach of the Standard of Care on a comparative fault basis. Client acknowledges that NOVA's services will be rendered without any warranty, express or implied and all such warranties are expressly waived by Client. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party, including the project owner (if not the Client) and any contractor, subcontractor, vendor or material supplier, against either the Client or NOVA.

6. INSURANCE & GENERAL LIABILITY

NOVA represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that NOVA has such coverage under public liability and property damage insurance policies which NOVA deems to be adequate and in line with other professional service firms currently practicing under similar conditions. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Additional insurance, if requested in writing by Client prior to commencement of services, will be obtained by NOVA, if procurable, and charged to the Client.

NOVA Engineering and Environmental LLC
GENERAL TERMS AND CONDITIONS

The Client shall cause any contractor responsible for the construction of work (or related activities) designed, specified or reviewed by NOVA or responsible for any other activities relating to NOVA's services, to hold harmless, indemnify and defend NOVA, to the fullest extent permitted by law, from and against any and all damages, liabilities, claims, suits, costs and expenses (including reasonable attorney's fees and other costs of investigation and defense) arising in connection with the negligence, breach of contract or strict liability of any contractor or any of their subcontractors or any of their vendors. Client shall also name, and cause such contractor(s) to name, NOVA as additional insureds on its and each such contractor's Commercial General Liability insurance policy and Umbrella/Excess liability insurance policy (with policy limits at the greater of the limits required for the Project or Five Million Dollars per occurrence and in the per project aggregate) and to maintain such coverage until the completion of its contract and to provide NOVA with a Certificate of Insurance so naming NOVA as an additional insured on an annual basis for so long as Client and/or contractor maintains or is obligated to maintain such coverage.

7. DISPUTES

All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be governed by Florida law and shall be submitted to non-binding mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and NOVA shall select a neutral mediator by mutual agreement. If a Dispute cannot be settled through mediation as set forth above, then such Dispute, if involving amounts less than \$100,000, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree following termination of mediation. Notwithstanding any other provisions of this Section, in no event shall a demand for mediation be made, or any other proceeding initiated, more than two (2) years from the date the party making demand knew or should have known of the dispute or five (5) years from the date of substantial completion of Nova's Services, whichever date shall occur earlier. All mediation, arbitration, or litigation shall take place in Broward County, Florida, unless the parties agree otherwise. The fees of the mediator or arbitrator(s) and the costs of transcription and other costs incurred by the mediator or arbitrator(s) shall be apportioned equally between the parties. Thereafter, with respect to any Disputes involving amounts equal to or greater than \$100,000, if any legal action or other proceeding is brought with respect to such Dispute, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, costs and expenses, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

8. DELAYS IN WORK

In no event, will NOVA will be responsible for delays in the work which is beyond our reasonable control or caused by Client or its agents, consultants, contractors or subcontractors. Stand-by or non-productive time for delays in our work caused by Client or its agents, consultants, contractors or subcontractors may be charged to the Client unless provided for as a separate item in the Agreement or otherwise as mutually agreed upon.

9. TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In all events of termination, NOVA shall be paid for services performed up to and through the date of termination plus reasonable expenses to demobilize. In the event of termination, or suspension for more than three (3) months, NOVA shall, at its option, be permitted to terminate this Agreement upon seven (7) days written notice to Client. Further, if said termination is prior to NOVA's completion of all reports contemplated by this Agreement, NOVA may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of NOVA in completing such analyses, records, and reports and shall be due and payable by Client promptly upon invoice from NOVA, together with all reasonable termination costs and expenses.

10. ASSIGNS

This Agreement may not be assigned by either party without the prior written consent of the other party, provided, however, that NOVA may assign this Agreement in the case of sale of all or substantially all of its assets or equity. To the extent consent is required it shall not be unreasonably withheld.

11. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by NOVA, as instruments of service, shall remain the property of NOVA and shall retain all common law, statutory and other reserved rights, including copyrights ("NOVA Documents"). Contingent on the Client's full and timely payment of all sums due under this Agreement, NOVA grants Client a non-exclusive license to use the final and complete versions of the NOVA Documents solely and exclusively for purposes set forth in this Agreement. The foregoing license does not extend to any CADD files or 3D model created by NOVA, unless expressly set forth herein. If NOVA Documents are prepared "for construction", the license granted in the preceding sentences of this Paragraph permits the Client to authorize the contractor and subcontractors, and material or equipment suppliers to reproduce applicable portions of NOVA Documents solely and exclusively for use in performing their services or construction for the Project. NOVA Documents shall only be used for their intended purpose. NOVA Documents are not to be used on other projects, for alternations, extensions or additions to this Project or for completion of this Project by others, except by agreement in writing and with appropriate compensation to NOVA. If Client is granted a license with respect to any CADD files or 3D models, Client agrees to be bound to the terms of the NOVA License for Use of Electronic Files and 3D Models. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever. NOVA will retain all pertinent records relating to the services performed for a period of three (3) years following submission of the report, during which period the records will be made available to the Client at all reasonable times and an administrative fee may be charged to the Client for retrieval and reproduction of such records.

12. FAILURE TO FOLLOW RECOMMENDATIONS

NOVA will not be held liable for problems that may occur if NOVA's recommendations are not followed.

13. LIMITATION OF LIABILITY

Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. Client acknowledges and agrees that in no event shall the liability of NOVA in connection with this Agreement or the services provided pursuant thereto exceed the fee actually paid to and received by NOVA under this Agreement or \$100,000 whichever is greater. This Agreement and the services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

Notwithstanding anything to the contrary contained in this Agreement or provided for under any applicable law, neither NOVA nor Client shall be liable to the other party, either in contract or in tort, for any consequential, incidental, indirect, special or punitive damages, including without limitation any delays damages, loss of future revenue, income or profits or any diminution of value, financing costs or costs of lost opportunities relating to this Agreement, the services or the Project, whether or not the possibility of such damages has been disclosed to the other party in advance or could have been reasonably foreseen by such other party.

14. INDEMNIFICATION

Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless NOVA, and its officers, directors, agents and employees and any of them (collectively, the "NOVA Parties") from all claims, actions, damages, liabilities, losses, costs and expenses, including reasonable attorney's fees and defense costs (collectively "Losses"), arising out of, or in any way connected with, the performance or nonperformance of NOVA's obligations under this Agreement (including, without limitation, any act of negligence, omission or default by the NOVA Parties), up to an amount not to exceed the greater of \$100,000 or twelve times the amount of the fees charged for the services provided by NOVA in connection with this Agreement and the services hereunder. The parties agree that the foregoing amount of said indemnification bears a reasonable commercial relationship to the services provided by NOVA and that the indemnification provided herein is considered a part of the project specifications. Notwithstanding the foregoing, the NOVA Parties shall not be entitled to indemnification hereunder for any Losses resulting from the NOVA Parties'

NOVA Engineering and Environmental LLC
GENERAL TERMS AND CONDITIONS

gross negligence, or willful, wanton or intentional misconduct or for any statutory violation or punitive damages (except to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Client or any of the Client's contractors, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees). Except as set forth in the preceding sentence, the NOVA Parties rights to indemnification shall include, without limitation, indemnification for any and all Losses which may be suffered by any NOVA Party as a result of any (i) failure of Client to follow or implement any of its recommendations, (ii) any breach by Client of its obligations under the Agreement, and (iii) exposure of NOVA's employees or agents to any hazardous materials at the jobsite.

Upon notice by the NOVA Parties, Client shall defend the NOVA Parties with counsel chosen by NOVA Parties, subject to the consent of Client, which consent shall not be unreasonably withheld. The parties agree that this duty to defend is separate and distinct from any indemnity obligation, and the duty shall extend to any claims asserted against the NOVA Parties arising out of or related to the project, regardless of whether Client is obligated to indemnify the NOVA Parties for the loss, claim, or damage.

15. HAZARDOUS MATERIALS

It is acknowledged by both parties that NOVA's scope of services does not include any services related to asbestos or hazardous or toxic materials unless specifically identified in our scope of services. In the event NOVA or any other party encounters asbestos or hazardous materials at the jobsite, or should it become known in any adjacent areas that may affect the performance of NOVA's services, NOVA may, without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations. In addition, the Client shall hold harmless, defend and indemnify NOVA Parties, from and against any and all Claims arising, in whole or in part, out of the discovery, presence, handling, removal or disposal of, or exposure of persons to, any hazardous materials in any form at the Project site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), bacteria, mold, fungi, lead based paints or other similar materials or other toxic substances, infectious materials, or contaminants.

16. SAMPLE DISPOSAL

Unless other arrangements are made, NOVA will dispose of all soil and rock samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by NOVA. Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, NOVA shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal.

17. AQUIFER CONTAMINATION

Client acknowledges that it is impossible for NOVA to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although NOVA will take reasonable precautions in accordance with the Standard of Care to avoid such an occurrence, Client waives any claim against, and (without limiting the generality of Section 14 hereof) agrees to indemnify and hold harmless NOVA in accordance with the terms and conditions set forth in this Agreement from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate NOVA for any time spent and expenses incurred in defense of any such claim.

18. DEFINITIONS

As used herein, the following words and their derivative words or phrases have the meanings indicated, unless otherwise specified in the various sections of this Agreement.

AGREEMENT: means the Agreement between the parties, which shall describe and govern Client's engagement of NOVA to provide services in connection with the project or work identified in the proposal (Proposal), and consists of the Proposal, these General Terms and Conditions, and any exhibits or attachments referenced in any of these documents.

CERTIFY, CERTIFICATION: NOVA's opinion based on its observation of conditions, knowledge, information and beliefs. It is expressly

understood such opinions relieve no other party of any responsibility or obligation he or she has accepted by contract or custom.

ESTIMATE: An opinion of probable cost for services made by NOVA. The accuracy of probable cost for services opinion cannot be guaranteed.

INSPECT, INSPECTION: The visual observation of certain aspects of construction to permit NOVA to render its professional opinion as to whether the contractor is performing the Work in a manner indicating that, when completed, the Work will be in general accordance with the approved documents. Such observations do not relieve any party from fulfillment of their customary and contractual responsibilities and obligations.

19. LIMITATION OF LIABILITY

It is intended by the parties to this Agreement that NOVA's services under this Agreement shall not subject NOVA's individual employees, officers, shareholders, managers, members or directors to any personal legal exposure for the risks associated with the services to be rendered on the project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against NOVA, a Delaware limited liability company, and not against any of NOVA's employees, shareholders, officers, managers, members or directors.

TO THE FULLEST EXTENT PERMITTED BY LAW, PURSUANT TO FLORIDA STATUTE § 558.0035, NO EMPLOYEE, OFFICER, SHAREHOLDER, MANAGER, DIRECTOR OR AGENT OF NOVA SHALL BE INDIVIDUALLY LIABLE TO CLIENT OR ANY OTHER PERSON FOR ANY NEGLIGENCE, MISCONDUCT OR WRONGFUL ACTS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR OTHERWISE, WHETHER SUCH CLAIMS ARE BASED IN CONTRACT, STATUTE, OR TORT.

20. MISCELLANEOUS

AMENDMENT: This Agreement may be amended, modified or supplemented, but only in writing signed by each of the parties hereto.

WAIVERS: The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

SEVERABILITY: If any provision or sub-provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or sub-provisions contained herein shall not be affected thereby.

INTEGRATION: This Agreement represents the entire understanding and agreement among the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and among such parties.

SOVEREIGN IMMUNITY: In the event that the Client is the State of Florida or another "state agency or subdivision" within the meaning of Florida Statute Section 768.28(2), then NOVA (and all NOVA Parties) shall for all purposes provided in this Agreement and otherwise be deemed an agent of the Client for purposes of sovereign immunity whether under Florida Statute Section 768.28 and otherwise, including without limitation Florida Statute Section 768.28(9)(a). Client shall fully cooperate, at its sole cost and expense, with NOVA and take all necessary and appropriate actions to qualify NOVA (and the NOVA Parties) for and defend its and their right of sovereign immunity as an agent of the Client for purposes of Florida law, including without limitation under Florida Statute §768.28.

NOVA Employees: Client agrees not to recruit or hire any NOVA employee currently or previously working under this Agreement during the contract period or within twelve months of termination of the contract, either for themselves or any third party. In the event Client violates this clause, NOVA shall have the right of injunctive relief, and Client shall pay NOVA \$25,000 or 25% (percent) of the employee's current annual, base salary, whichever is greater, with payment being made within 15 days of NOVA's written notice to Client of said violation.

Interoffice **MEMO**

To: Mike Warnke
From: Brett Gaar *BGT*
CC: Paige Felts
Date: June 12, 2017
Re: Pensacola Beach Roadway Improvements (Environmental Proposal 17-PO606)

**NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
STORMWATER PERMIT APPLICATION**

- Complete the Notice of Registration (NOI) for the referenced site. Volkert will contact the client to obtain general information through a telephone interview. Once complete, the NOI will be submitted to the client for review, signature, and submittal to ADEM with the appropriate fee.
- Develop a Construction Best Management Practices Plan (CBMPP) which outlines appropriate soil and sediment erosion control practices, along with other measures, to reduce the likelihood of pollution resulting from stormwater run-off. This CBMPP will be prepared by a qualified professional. Volkert will perform a site visit and take into consideration erosion control measures currently in-place at the site when developing the CBMPP.

Client Responsibilities for the NPDES Permit Application

To complete this project in a timely and efficient manner, Volkert requests the following:

- Authorization to proceed. Authorization can be given by signing and returning this proposal.
- Information necessary to complete the NOI, as requested during the telephone interview.
- Copies of the current and/or proposed site plan identifying major construction areas, chemical storage areas, topography, current erosion, and sediment control measures in-place at the site and the name of the primary contractor at the site.
- The names and addresses for all NPDES or other environmental permits, authorizations, or certificates which have been issued by ADEM, EPA or other agencies to you (applicant, parent corporation or LLC member) for this facility.

The work described above will be performed for a Lump Sum fee of \$2,000.00. This Lump Sum fee does not include the required ADEM permit application fee.

VOLKERT -- *engineering a safe work environment.*

To: Mike Warnke
From: Brett Gaar *BGA*
CC: Paige Felts
Date: June 6, 2017
Re: Pensacola Beach Old Visitor's Center Parking Lot
(Environmental Proposal 17-P0604)

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP)/
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT (NFWWMD) –
ENVIRONMENTAL RESOURCE PERMIT**

The FDEP's Environmental Resource Permit regulates activities involving the alteration of surface water flows. This includes new activities in uplands that generate storm water runoff from upland construction, as well as dredging and filling in wetlands and other surface waters. Volkert will assist the Client with the following:

- Preparation of permit application.
- Preparation of necessary attachments.
- Site visit FDEP/NFWWMD staff.

The Work Described Above Will Be Performed for A Lump Sum Fee Of \$3,500.00. This service does not include survey costs, application fees, or costs for additional studies that may be required (e.g. archaeological, T & E surveys).

LIGHTING SCOPE OF WORK FOR
ROADWAYS, ROUNDABOUTS AND PEDESTRIAN TUNNELS
PENSACOLA BEACH CONGESTION IMPROVEMENTS
PENSACOLA, FLORIDA

Description of Work:

Evaluate existing roadway lighting system and provide necessary modifications to illuminate the roadway, two (2) new roundabouts, and three (3) pedestrian tunnels in conjunction with other improvements associated with this project. Pedestrian tunnels will be equipped with CCTV systems.

Design Approach:

The existing lighting system in the project area will be modeled using the AGI32 lighting software by Lighting Analysts. These areas include roughly ¼ mile along Via De Luna Drive, approximately 500' of Fort Pickens Road and 300' of the access drive in front of Sidelines. New lighting layouts will be designed for the roundabouts and their approaches. Photometric analysis shall include separate calculation grids for pedestrian conflict areas.

The roadway lighting design will provide maintained illuminance averages, uniformities, and veiling glare ratios in accordance with the latest edition of Illuminating Engineering Society of North America (IESNA) RP-8-14, Roadway Lighting. Roundabouts shall be illuminated per IESNA DG-19-08, Design Guide for Roundabout Lighting.

A single layout will be designed to allow for at least two (2) manufacturer's luminaires to use the same pole locations and mounting heights and still meet or exceed IESNA minimum recommendations. Unless otherwise directed, the basis of design for new roadway luminaires will be the Cooper Galleon and the Holophane Mongoose, using LED light sources (to be confirmed and coordinated with Owner prior to design).

One (1) single line wiring diagram will be designed based on the highest manufacturer's luminaire and ballast/driver load.

It is expected that proposed light poles will be served from existing service points. Branch circuits (or portions of branch circuits) will be replaced with new conduit and conductors as needed to serve new pole locations. New service points and/or circuits will be considered on a case by case basis.

Lighting systems for the new pedestrian tunnels will be designed to meet or exceed IESNA RP-8, Table 7 recommendations. Conduit and conductors will be designed and provided for lighting. Conduits and junction boxes will be provided for CCTV cameras. Actual CCTV equipment and wiring to be provided by others. All conduits within pedestrian tunnels shall be embedded and concealed within the structures.

Deliverables:

Lighting plans will be created and included in the overall plan set. This will include general electrical notes, lighting layouts, wiring diagrams, pole schedules, design criteria, and construction details including pole foundations.

Cadd files will be in Microstation or AutoCAD format. All project files will be submitted on DVD or CD's at the end of the project. Project files will include voltage drop calculations, lighting calculations, correspondence, cadd files, luminaire/pole cut sheets, and an Engineer's opinion of probable construction costs based on unit prices provided by FDOT and/or RS Means.

Limited Construction Administration services will be included under this contract to address contractor questions and perform submittal reviews.

Assumptions:

- Volkert will stake all proposed pole locations (if required) prior to review meeting
- One (1) review meeting is anticipated
- Borings and Passive Pressure Graphs or L-piles to be provided by Volkert's sub consultant

Excluded from Scope of Services:

FAA coordination

Railroad coordination

Development of Record Drawings

Escambia County
Pensacola Beach Roadway Project Structural Proposal
Scope of Services

Scope of Services for this Proposal includes the following:

Design and details for 3 similar pedestrian underpasses. Design options include bridges and precast or cast-in-place, 3-sided or box culverts. Drawings will include details for phase construction such as joints or closure pours between the phases.

Design and details for permanent retaining walls on each side the roadway extending out in both directions from each underpass. (12 walls total) Wall options include cast-in-place cantilever, MSE and Segmental Block Walls.

Design and details for critical temporary retaining walls to retain fill during phase construction. Temporary walls will be required for both Phase 1 and Phase 2 construction of each underpass. (6 walls total)

Pensacola Beach Roundabout

Stormwater Drainage Pump Station for Pedestrian Underpasses

Scope of Services:

Volkert will provide professional and engineering services to design a storm water conveyance system from low points in three pedestrian underpasses to nearby existing or proposed storm water conveyance systems. Design of the system is limited to the following:

1. Trench drains and a submersible pump station for each pedestrian underpass.
2. Submersible pump stations will consist of:
 - a. Duplex pump arrangement
 - b. Mercury float level switches
 - c. High water level alarm
 - d. Removable perforated trash basket
 - e. Check valve
 - f. Isolation valve
 - g. Lockable hatch
3. Pedestal mounted NEMA 4X control panels with flashing red light for high water alarm.
4. Electrical connections to existing/proposed street lighting system.

Assumptions:

1. Power is readily available from nearby light poles or signal wiring.
2. Use of trench grating is acceptable. (In urban areas there is concern with high heeled shoes, etc. Our assumption is that this will be casual shoe areas.)
3. It is anticipated that three smaller pump stations will be utilized with force main discharge locations within 50 LF of each pump station. (One larger pump station may be considered but due to the separation of the pedestrian underpasses, high groundwater table and the crowded utility corridors our assumption is to provide three smaller stations.)
4. Maintenance requirements for the trash baskets associated with each pump station is acceptable to the client.

Exclusions:

1. Only storm drainage related to underpasses and associated sidewalk ramps are included in design calculations for the pump stations. Roadway drainage is being addressed elsewhere.
2. Stations will be designed for a 10 year storm event. Flooding from overflowing of roadway drainage or ocean swells will not be accommodated by the pedestrian underpass pump stations.
3. No generator or back up power supply is included in the design.
4. No odor control system included
5. No vector control system included



June 12, 2017

Mr. Mike Warnke
6601 N. Davis Highway
Suite 53
Pensacola, FL 32504

RE: Pensacola Beach Congestion Management Plan-Landscape Architecture Proposal

Dear Mr. Warnke:

Jerry Pate Design, Inc. is pleased to submit this proposal for landscape architectural services related to the Pensacola Beach Congestion Management Plan for Project 1-Via De Luna Roundabouts and Pedestrian Underpasses; Project 2-Sheriff Substation Parking Lot; Project 3-Old Visitor Center Parking Lot; Project 4-Existing Fire Station Parking Lot. This proposal is based upon the Landscape Architecture Scope of Services outlined below and the schematic site master plans noting the area of work for each scope and objectives for the project, our communications on scope and objectives, and the level of effort required to complete the scope of services.

Landscape Architecture Services—This service will involve the landscape architecture, to include planting design, hardscape design and irrigation design for each project as outlined below (Design of monument signage or artwork at roundabout focal points is not included). Jerry Pate Design will attend and participate in the required and pertinent project meetings and presentations throughout the design process.

- Coordinate with Project Civil Engineer
- Consultation with Project Civil Engineer during Site Planning Phase
- Provide complete landscape, hardscape and irrigation design plans and specifications for the proposed improvements- 30%, 90% and final
- Cost Estimates in accordance with the latest Escambia County Pricing Agreement- preliminary at 30%, final draft at 90% and final at 100%
- Construction Inspection Services for Landscaping/Irrigation/Hardscape Installation Oversight

These services do not include any surveying or engineering services. Permit fees will be an additional cost to the owner.

Fee Summary—Our fee summary is presented as follows.

Project 1--Via De Luna Roundabouts and Pedestrian Underpasses

Consult during Site Planning Phase	\$3,205
30% Documents	\$7,650
90% Documents	\$11,600

Final Documents	\$10,550
Construction Inspection	\$4,275
Total LA Fees	\$37,280

~~**Project 2-Sheriff Substation Parking Lot**~~

Consult during Site Planning Phase	\$1,705
30% Documents	\$5,980
90% Documents	\$7,200
Final Documents	\$5,500
Construction Inspection	\$1,630
Total LA Fees Project 2a	\$22,015

~~**Project 3-Old Visitor Center Parking Lot**~~

Consult during Site Planning Phase	\$450
30% Documents	\$3,950
90% Documents	\$3,950
Final Documents	\$2,425
Construction Inspection	\$720
Total LA Fees	\$11,495

~~**Project 4-Existing Fire Station Parking Lot**~~

Consult during Site Planning Phase	\$1,075
30% Documents	\$5,450
90% Documents	\$6,075
Final Documents	\$4,025
Construction Inspection	\$1,020
Total LA Fees	\$17,645

Hourly Fee Summary

Lead Landscape Architect	\$150/hr
Landscape Architect Associate	\$125/hr
Certified Irrigation Designer	\$110/hr
CAD Designer	\$75/hr
Administration	\$50/hr

We look forward to providing you these landscape architectural services for the Pensacola Beach Congestion Management Plan. Please feel free to call me should you have any questions regarding this proposal.

Sincerely,



Steve Dana
Vice President
Jerry Pate Design



Volkert Pensacola Beach Fee Breakdown

12-Jun-17

	Lead LA @\$150/hr		LA Associate @ \$125/hr		CID @ \$110/hr		CAD Designer @ \$75/hr		Admin @ \$50/hr		Proposed Fee
	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	
Project 1 - Via De Luna Roundabouts and Pedestrian Underpasses	150		125		110		75		50		
Consult During Site Planning	15	\$ 2,250.00	5	\$ 625.00	3	\$ 330.00	0	\$ -	0	\$ -	\$ 3,205.00
30% Docs	20	\$ 3,000.00	20	\$ 2,500.00	5	\$ 550.00	20	\$ 1,500.00	2	\$ 100.00	\$ 7,650.00
90% Docs	25	\$ 3,750.00	40	\$ 5,000.00	10	\$ 1,100.00	22	\$ 1,650.00	2	\$ 100.00	\$ 11,600.00
Final Docs	20	\$ 3,000.00	30	\$ 3,750.00	20	\$ 2,200.00	20	\$ 1,500.00	2	\$ 100.00	\$ 10,550.00
Construction Inspection	20	\$ 3,000.00	5	\$ 625.00	5	\$ 550.00	0	\$ -	2	\$ 100.00	\$ 4,275.00
Total		\$ 15,000.00		\$ 12,500.00		\$ 4,730.00		\$ 4,650.00		\$ 400.00	\$ 37,280.00

~~Project 2 - Sheriff Substation Parking Lot~~

Consult During Site Planning	5	\$ 750.00	5	\$ 625.00	3	\$ 330.00	0	\$ -	0	\$ -	\$ 1,705.00
30% Docs	15	\$ 2,250.00	10	\$ 1,250.00	8	\$ 880.00	20	\$ 1,500.00	2	\$ 100.00	\$ 5,980.00
90% Docs	15	\$ 2,250.00	15	\$ 1,875.00	10	\$ 1,100.00	25	\$ 1,875.00	2	\$ 100.00	\$ 7,200.00
Final Docs	5	\$ 750.00	15	\$ 1,875.00	15	\$ 1,650.00	15	\$ 1,125.00	2	\$ 100.00	\$ 5,500.00
Construction Inspection	8	\$ 1,200.00	0	\$ -	3	\$ 330.00	0	\$ -	2	\$ 100.00	\$ 1,630.00
Total		\$ 7,200.00		\$ 5,625.00		\$ 4,290.00		\$ 4,500.00		\$ 400.00	\$ 22,015.00

~~Project 3 - Old Visitor Center Parking Lot~~

Consult During Site Planning	3	\$ 450.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 450.00
30% Docs	5	\$ 750.00	10	\$ 1,250.00	10	\$ 1,100.00	10	\$ 750.00	2	\$ 100.00	\$ 3,950.00
90% Docs	5	\$ 750.00	10	\$ 1,250.00	10	\$ 1,100.00	10	\$ 750.00	2	\$ 100.00	\$ 3,950.00
Final Docs	1	\$ 150.00	10	\$ 1,250.00	5	\$ 550.00	5	\$ 375.00	2	\$ 100.00	\$ 2,425.00
Construction Inspection	3	\$ 450.00	0	\$ -	2	\$ 220.00	0	\$ -	1	\$ 50.00	\$ 720.00
Total		\$ 2,550.00		\$ 3,750.00		\$ 2,970.00		\$ 1,875.00		\$ 350.00	\$ 11,495.00

~~Project 4 - Existing Fire Station Parking Lot~~

Consult During Site Planning	3	\$ 450.00	5	\$ 625.00	0	\$ -	0	\$ -	0	\$ -	\$ 1,075.00
30% Docs	10	\$ 1,500.00	10	\$ 1,250.00	10	\$ 1,100.00	20	\$ 1,500.00	2	\$ 100.00	\$ 5,450.00
90% Docs	10	\$ 1,500.00	15	\$ 1,875.00	10	\$ 1,100.00	20	\$ 1,500.00	2	\$ 100.00	\$ 6,075.00
Final Docs	5	\$ 750.00	15	\$ 1,875.00	5	\$ 550.00	10	\$ 750.00	2	\$ 100.00	\$ 4,025.00
Construction Inspection	5	\$ 750.00	0	\$ -	2	\$ 220.00	0	\$ -	1	\$ 50.00	\$ 1,020.00
Total		\$ 4,950.00		\$ 5,625.00		\$ 2,970.00		\$ 3,750.00		\$ 350.00	\$ 17,645.00

Public Involvement Services for Pensacola Beach Master Plan Design and Construction Phases

This Scope provides a description of EPR public involvement activities during the design and construction of the major phases of the Pensacola Beach Congestion Master Plan, including but not limited to communicating and receiving information from all interested persons, groups, and government organizations.

Task Series

Task 1 – General Public Involvement Tasks

1.1 Public Involvement Program

Prepare the Public Involvement Program. Activities to include but not limited to review and provide comments.

1.2 Public Involvement Data Collection

Starting with data collected during the design phase, this task includes the development and maintenance of mailing lists, correspondence, collecting and maintaining news articles and stories, public circulars, and transcripts from radio and TV news clips through the duration of the study. In addition, EPR shall prepare, organize and update resident and business mailing lists for the use of the project.

This task includes the work that EPR was to complete investigate and catalogue prospective sites for any meetings. Consideration shall be given to seating capacity, sound system, lighting, and display space, and any other physical characteristics which would influence the selection of this site.

Data will include information gathering during the CMP phase.

1.3 Notice Of Intent

N/A

1.4 Advance Notification

N/A

1.5 Scheduled Public Meetings

EPR shall provide all support, personnel, materials and facilitation tasks necessary for Volkert to participate in various public meetings, which may include but not limited to:

a. Elected Officials Meeting

There will be two meeting one during design and the other prior to the initiation of construction. EPR will assist VOLKERT to prepare all

necessary displays, maps, script, etc. EPR will actively participate in all portions of the presentation.

c. Public Construction Kick-off Meeting

EPR will find and set a meeting location, provide draft meeting layout, edit and prepare media distribution (radio, newspaper, and etc.), and provide minor site signs. In addition, EPR will prepare, review and mail property owner letters. EPR will provide engineering and administrative staff to provide meeting preparation, set-up meeting displays, handle crowd movement, check-in meeting attendees and etc. EPR shall prepare all meeting graphics, newsletters, newspaper ads, notification letters, and scripts with the exception of large board displays and presentations. EPR will actively participate in all portions of the presentation and will facilitate all meetings – unless otherwise notified by the Volkert. EPR will distribute newsletters and flyers to local schools, business, public agencies, local churches, other local organizations as determined by Volkert and the Client. EPR will assist VOLKERT to prepare all other necessary displays, maps, script, etc.

d Design Informational Meeting

EPR will find and set a meeting location, provide draft meeting layout, edit and prepare media distribution (radio, newspaper, and etc.), and provide minor site signs. In addition, EPR will prepare, review and mail property owner letters. EPR will provide engineering and administrative staff to provide meeting preparation, set-up meeting displays, handle crowd movement, check-in meeting attendees and etc. EPR shall prepare all meeting graphics, newsletters, newspaper ads, notification letters, and scripts with the exception of large board displays and presentations. EPR will actively participate in all portions of the presentation and will facilitate all meetings – unless otherwise notified by the Volkert. EPR will distribute newsletters and flyers to local schools, business, public agencies, local churches, other local organizations as determined by Volkert and the Client. EPR will assist VOLKERT to prepare all other necessary displays, maps, script, etc.

e. Alternatives Public Meeting – N/A

1.6 Un-Scheduled Public and Agency Meetings (includes small group or one on one meetings)

Includes 20 "One on One" and/or small group meetings and 3 agency meetings.

One on One or Small Group Meeting - EPR will find and set meeting location, provide draft meeting layout, EPR will provide engineering and administrative staff to provide meeting preparation, set-up meeting displays and facilitate meeting. EPR shall prepare all meeting graphics with the exception of large board displays and presentations. EPR will actively participate in all portions of

the presentation and will facilitate all meetings – unless otherwise notified by the Volkert.

Agency Meetings – Includes Santa Rosa County Authority updates. Subconsultant to attend as requested. Attendance shall include one staff member only.

1.7 Public Hearing - N/A

1.8 Location and Design Concept Acceptance Notice/Notification of Approved Environmental Document from FHWA - N/A

1.9 Special Public Involvement Requirements

1.9.1 **General Public Correspondence** – This task includes the compiling and responding to comments received on the project and the summarizing of the coordination effort. The hours associated for this task are project specific, 2 hours per month.

1.9.2 **News Letters, Preparation / Distribution (during construction)**– Preparation of newsletters – one every three months. Total of 4 newsletters. EPR will distribute newsletters and flyers to local schools, business, public agencies, local churches, other local organizations as determined by Volkert and the Client.

1.9.3 **Web Site Development** - Preparation of banner and other material for the County to include on the County website

1.9.4 **Web Site Maintenance** – Updating the website content every month at 4 hours per update – twelve months.

1.9.5 **Videos, Renderings, Informational Cards, etc.** – Develop and distribution educational material how to use a two lane roundabout. The material will be distributed to hotels and condo management as well as public meetings.

2 CEI Public Outreach

Provide timely, professional responses to project inquiries including emails, telephone calls, etc. Provide consistent project updates to Escambia Website or project Facebook page. Project updates shall include construction and design timeline, project progress postings, public safety information, driver reminders, and etc.

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Pensacola Beach CMP Design and Construction
 County: Escambia County
 FPN: PD 15-16.007
 FAP No.: N/A

Consult. Name: Engineering & Planning Resources, PC
 Consult. No. N/A
 Date: 7/17/2017
 Estimator: Bonita Player

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Public Involvement Coordinator	Public Involvement Assistant Coordinator	Technician	Technician	Technician	Clerical	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH	Salary	Average
		\$135.00	\$110.20	\$81.20	\$43.50	\$29.00	\$29.00	\$37.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	By Activity	Cost By Activity	Rate Per Task
Public Involvement	896	45	224	188	108	99	99	134	0	0	0	0	0	897	\$61,517	\$68.58
Engineering Analysis & Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Environmental Analysis & Reports	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	896	45	224	188	108	99	99	134	0	0	0	0	0	897		
Total Staff Cost		\$6,075.00	\$24,684.80	\$15,265.60	\$4,698.00	\$2,871.00	\$2,871.00	\$5,051.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$61,517.20	\$68.58

Check = \$61,517.20

SALARY RELATED COSTS:		\$61,517.20
OVERHEAD:	0.00%	\$0.00
OPERATING MARGIN:	0.00%	\$0.00
FCCM (Facilities Capital Cost Money):	0.00%	\$0.00
EXPENSES:	6.00%	\$3,691.03
SALARY RELATED SUBTOTAL:		\$65,208.23
Survey (Field - if by Sub)	0.00 4-man crew day: \$ - / day	\$0.00
SUBTOTAL - SUBCONSULTANT		\$65,208.23
Optional Services		\$0.00
SUBCONSULTANT TOTAL ESTIMATED FEE:		\$65,208.23

Note:
 1. This sheet to be used by Subconsultant to calculate its fee.