

**STANDARD PROFESSIONAL CONSULTING SERVICES  
CONTRACT DOCUMENTS**

**FOR**

**AGREEMENT BETWEEN  
ESCAMBIA COUNTY**

**AND**

**HDR ENGINEERING, INC.**

**FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS  
(Revised 2020)**

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## **AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as “the County”), whose address is 221 Palafox Place, Pensacola, Florida 32502, and HDR Engineering, Inc., a for-profit corporation authorized to transact business in the State of Florida, FEI/EIN 47-0680568, whose principal address is 1917 S. 67<sup>th</sup> Street, Omaha, NE 68106, (hereinafter referred to as the “Consultant”).

### **WITNESSETH:**

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Consultant agree as follows:

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

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

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

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

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

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

1.5 **COUNTY:** Escambia County is a political subdivision of the State of Florida.

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

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

1.8 **PROJECT:** It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 21-22.097 Design Services for Frinchez Heights Drainage Project.

**ARTICLE 2**  
**PREAMBLE**

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

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 21-22 in the amount of One hundred thirty-five thousand, eight hundred sixty-two dollars and five cents (\$ 135,862.05) for this Project.

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

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

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

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI), Specification No. PD 21-22.097, Design Services Frinchez Heights Drainage Project, and as represented in the Consultant's Letter of Interest, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

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

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

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

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

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

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

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

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

(b) The estimated construction contract price for the project described in the Agreement is \$ 2,000,000.00.

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

**ARTICLE 4**  
**TIME FOR PERFORMANCE**

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

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

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

**ARTICLE 5**  
**COMPENSATION AND METHOD OF BILLING AND PAYMENT**

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit C, attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of One hundred thirty-five thousand, eight hundred sixty-two dollars and five cents (\$ 135,862.05). Final payment will be subject to approval by the Board of County Commissioners.

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

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

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

5.4 METHOD OF BILLING AND PAYMENT:

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

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

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

5.5 NOTICES:

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

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

(c)	Payments and Notices to the Consultant shall be made to:	
	Primary:	With Copy to:
	HDR Engineering, Inc	HDR Engineering, Inc.
	1917 S. 67 <sup>TH</sup> Street	25 West Cedar Street Suite 200
	Omaha, NE 68106	Pensacola FL 32502

(d)	Invoices to the County shall be sent to:	Notices to the County shall be sent to:
	Escambia County	Escambia County
	Attention: Robin Lambert	Mark Soltero
	<a href="mailto:enginvoices@myescambia.com">enginvoices@myescambia.com</a>	3363 West Park Place
	3363 West Park Place	Pensacola, Florida 32502
	Pensacola, Florida 32502	

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

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

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

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

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

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

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

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

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

8.1 **QUALITY OF SERVICES:**

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

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



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

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

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

8.2 **CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:**

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

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

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

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

9.1 **OWNERSHIP OF DOCUMENTS:**

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

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

## 9.2 TERMINATION:

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

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

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

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

## 9.3 RECORDS:

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

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

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

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

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

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

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

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

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY: The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and

hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

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

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

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

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

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

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

(d) Professional Liability coverage with \$1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than \$5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced. If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

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

All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best

Ratings” may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be “additional insured's” on all liability policies (except professional liability). Certificates of insurance shall be provided to Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days’ notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

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

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

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

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

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

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

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

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

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

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

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

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

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

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

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

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

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with §448.095, Florida Statutes, Consultant shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new

employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Consultant enters into a contract with a subcontractor performing work or providing services on its behalf, Consultant shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

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

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

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

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature:

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

By: \_\_\_\_\_  
Wesley Moreno, County Administrator

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

BCC Approved: \_\_\_\_\_

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

By: [Signature]  
John Wimberly, PE (FL), Vice President

Date: 9/19/22

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

ATTEST:

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

WITNESS: D. Allen Vinson II / D. Allen Vinson II

WITNESS: Melinda K. Heym / Melinda K. Heym

Exhibit A  
Scope of Services



## **Final Scope Of Work:**

### **Design Services for Frinchez Heights** **PD 21-22.097**

**Project Limits:** This project involves addressing property flooding issues in the Frinchez (aka: Frichez) Heights subdivision area of Escambia County including improvements to the stormwater conveyance system on portions of Sabra Drive, Erwin Drive, Whitmire Drive, Ernestine Road, and the conveyance channel occupying a portion of Atwood Drive unopened right-of-way near Hilburn Road.

**Introduction:** This project includes geotechnical investigation, subsurface utility exploration, project coordination, data collection, H&H analysis, design, plans production, permitting, bid assistance and construction assistance for the project area.

The project will be executed in two phases. The H&H analysis phase will utilize previous plans, County GIS data, and survey data collected by Escambia County in order to determine the appropriate design approach for conveyance improvements to the project area. A design report summarizing the findings and analyses will provide improvement recommendations.

Following County approval of the recommendations, the design phase will include design and contract plans production for improvements in the project area. A stormwater permit will be obtained from NFWMD. HDR will support the County during the bidding process and will provide limited assistance during the construction phase.

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

1. Project limits include all areas in the description above although not all parts of the project study area will receive or require improvements. Areas receiving improvements will be recommended in the H&H Analysis & Recommendations Report. The primary purpose of the project is to address flooding issues within the described areas.
2. Survey data will be collected by Escambia County. Any scheduling issues associated with survey needs is out of the control of HDR.
3. Because the scope of the Design Phase tasks are not entirely known at this time, the scope and fee associated with these tasks are approximate and will be revisited by Escambia County and HDR after delivery of the H&H Analysis & Recommendations Report, if necessary.
4. Right-of-way acquisition is not anticipated the project. If required, HDR will provide the County Surveyor with needs overlaid on the survey files provided by the County.
5. Hydrologic and hydraulic modeling will be performed using Interconnected Channel and Pond Routing (ICPR, version 4).
6. Escambia County will support the project by providing any available survey data, flooding data, area design data, and previous public involvement data. HDR will communicate construction easement and/or right-of-way needs to Escambia County, provide legal descriptions, and assist Escambia County with discussing these needs with property owners. Escambia County will acquire rights necessary for construction of the project.
7. The Escambia County standard pavement design will be used for this project if pavement is impacted.
8. There are no known contaminated areas within the limits of this project.



9. NFWFMD permitting fees will be paid by HDR. Fees associated with wetland mitigation are not anticipated, but would be the responsibility of the County if required.
10. The design of new ECUA facilities will not be included in this project. Incorporation of ECUA relocation markups will be included and quantified by ECUA for inclusion in the contract bid package, if necessary. The County will coordinate with ECUA to determine if there are joint opportunities for septic to sewer conversion in the project area.
11. The project area is not currently located in a mapped FEMA flood zone. Map revisions are not anticipated for the project.
12. The project plans will be developed in Microstation format and will be provided to the County upon completion in AutoCAD format.
13. The following standards and specifications in this governing order shall be used on the project:
  - a. Escambia County Design Standards Manual
  - b. Escambia County General Paving and Drainage Technical Specifications, effective: 02/01/2015, revised 07/01/2020
  - c. Florida Department of Transportation Standard Plans, FY 2022-23
  - d. Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2022
14. Construction Observation and Inspection is not included in this scope and fee. HDR will provide limited construction assistance and record drawings, as described herein.



- TASK 1      PROJECT COORDINATION & DATA COLLECTION**
- TASK 2      H&H ANALYSIS & REPORTING**
- TASK 3      DRAINAGE DESIGN & PLANS PRODUCTION**
- TASK 4      PERMITTING**
- TASK 5      BID & CONSTRUCTION ASSISTANCE**

**TASK 1 PROJECT COORDINATION & DATA COLLECTION**Objective:

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

HDR Activities:

- Conduct a Kickoff Meeting with Escambia County to discuss project objectives and purposes, establish communication linkages among the project team and establish the schedule for regular project status meetings. Assume up to five project meetings considering kickoff, deliverables, and miscellaneous.
- Provide County PM with a monthly status report to accompany invoices.
- Develop and update project schedules.
- Coordination meetings with County surveyor, geotechnical engineer, and SUE consultant.
- Conduct up to four field reviews to verify design concepts. Wetland delineation will be provided by HDR during one of the field reviews.
- Meet with and solicit information from individual property owners, County Maintenance Staff, other consultants, and utility owners during the course of drainage study and design. Prepare and distribute meeting minutes by email. Assume up to ten meetings.
- Attend one public meeting and provide support to Escambia County by providing basic exhibits, presenting and communicating project objectives during the meeting. Assume 1 attendee.
- Collect and analyze existing area data such as County GIS data, NFWFMD lidar data, construction plans, as-built/DRC site plans, basin studies, existing permits, County maintenance records, County pipe camera data, and other historical information.

Subconsultant Activities – Geotechnical Investigation:

The proposed scope of services is based on the information supplied and LMJ's experience in the area with similar projects. LMJ proposes to perform the following:

- Locate the borings at the site.
- Notify registered utilities at the site (Sunshine). Non-registered or private utilities are the responsibility of the client to clear.
- Mobilize a truck mounted drill rig and drill team to the site.
- Drill four Standard Penetration Test (SPT) borings to 10 feet along Sabra Drive.
- Drill one SPT boring to 15 feet at the pipe replacement south of Atwood Drive.
- Drill two SPT borings to 20 feet adjacent to the existing drainage ditch south of Atwood Drive at the requested locations.
- Attempt to obtain up to two Shelby tube or relatively undisturbed soil samples from the pond borings for permeability testing.
- Perform a visual classification of the soil samples obtained during exploration.
- Run lab tests to evaluate and document soil properties for our analysis. We have budgeted up to two falling head permeability tests with grainsize analysis.
- Analyze the field and laboratory data to provide recommendations for the project.

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

- Existing site characteristics.
- Exploration, testing, and sampling methods.
- Subsurface soils encountered and soil classifications.
- Depth to groundwater or perched water at the time of drilling.
- A discussion of laboratory test results.
- Recommendations for pipe bedding and backfill.
- Recommendations for soil moisture control, compaction, and if drainage/dewatering is anticipated.
- Recommendations for stormwater analysis and design including the recommended vertical and horizontal saturated hydraulic conductivities, fillable porosity, and the estimated normal seasonal high water level.

Subconsultant Activities – Subsurface Utility Exploration:

Subsurface utility exploration (SUE) may be required for this project. Data collection such as designation or subsurface exploration would be provided by ISS, Inc. if necessary. A SUE data collection contingency is included in the fee spreadsheet.

Project Coordination & Data Collection Deliverables:

- Meeting Minutes
- Status Reports
- Project Schedule
- Copy County on related correspondence activities
- Certified Geotechnical Investigation Report
- Subsurface Utility Investigation Report, if applicable

## **TASK 2 H & H ANALYSIS & REPORTING**

### Objective:

Develop hydrologic and hydraulic models of the existing conveyance systems within the project area and simulate design storms to analyze potential flooding. Develop proposed hydrologic and hydraulic models to simulate proposed alternatives. Develop a report summarizing the findings of all modeling tasks and recommended infrastructure improvements.

### HDR Activities:

- Analyze and incorporate existing as-built information for sites surrounding the project area. Establish/coordinate the County's preferred method of incorporating into the stormwater model other area projects which are currently in design/construction including the Olive Road Complete Streets project and the Sabal Place subdivision (ie-current condition, proposed condition, etc). Consideration will need to be made on what projects would be complete at the time this project is constructed.
- Delineate sub-basin boundaries for the existing condition and develop hydrologic parameters for each sub-basin, such as Tc and CN. Develop flow nodal diagram and ICPR model with SCS unit hydrograph.
- Conduct H&H analysis with the H&H model for required design storm events and identify deficiencies of existing system and areas not meeting current LOS.
- Delineate sub-basin boundaries for the proposed design and develop hydrologic parameters for each proposed sub-basin, such as Tc and CN. Develop flow nodal diagram and ICPR model with SCS unit hydrograph.
- Conduct H&H analysis iterations, evaluating the results.
- Determine design recommendations for drainage infrastructure improvements considering site topography, existing condition flooding issues, safety, private property access/acquisition, permitting requirements, and meeting pre-condition vs post-condition discharge.
- Provide concept figure for design improvements.
- Prepare order of magnitude cost estimates and/or quantities for recommended improvements.
- Prepare a report documenting the procedures followed, summarizing the results of analyses, providing recommended infrastructure improvements, including appendices of modeling output results, and reporting the anticipated costs associated with recommended improvements.

### H&H Modeling & Analysis Deliverables:

- PDF file and up to two (2) copies of the H&H Analysis & Recommendation Report

### **TASK 3 DRAINAGE DESIGN & PLANS PRODUCTION**

Objective:

Design open and closed drainage system improvements to collect and convey stormwater runoff to the existing outfall locations. Prepare phase submittals and contract plans for bidding.

HDR Activities:

Design:

- Incorporate geotechnical data collected into the selected drainage design alternative H&H model
- Design open channels and closed drainage systems to meet the needs for stormwater conveyance within the project area.
- Prepare Drainage Design Documentation Report for the final stormwater design and for use in reporting to permitting agencies.
- Design roadway, driveway, and access improvements associated with drainage improvements and show associated utility relocation needs provided by utility owners.
- Incorporate SUE data collection information into the design files, if necessary.
- Provide and coordinate a utility conflict matrix with utility owners.
- Prepare construction cost estimates for each plans submittal, utilizing County pricing agreement line items, but updating estimates based on FDOT 6-month rolling data. Appropriate contingency will be applied.
- Prepare portions of the County bid package including the project narrative, bid forms, technical specifications, and time for construction.

Plans Production (for 60%, 100%, and Contract):

- Prepare Cover Sheet
- Prepare Summary of Pay Items Sheet
- Prepare Drainage Map
- Prepare Project Layout & Control Sheet
- Prepare General Notes
- Prepare Special Details Sheets
- Prepare Plan & Profile Sheets (including Utility Adjustments)
- Prepare Drainage Structure Sheets
- Prepare Cross Section Sheets
- Prepare SWPPP Sheet

Drainage Design & Plans Production Deliverables:

- 60% Plans & Design Documentation Report
- 100% Plans & Design Documentation Report
- Contract Plans & Design Documentation Report
- All deliverables will include pdf of report and plans
- Bid Package Documents (one-drive link for Engineering/Purchasing)



## **TASK 4 PERMITTING**

### Objective:

Develop stormwater permit applications necessary for the project.

### HDR Activities:

- Determine qualifying permits required for project area.
- Conduct pre-application meeting with NFWFMD. Discuss the overall work effort and obtain comments on potential environmental impacts.
- Complete and submit a stormwater permit application to NFWFMD. It is assumed in this effort that the project will qualify for General Permit 62-330.439. Prepare all required documentation.

### Permitting Deliverables:

- Draft meeting minutes or email correspondence and distribute
- NFWFMD Stormwater permit application





## **TASK 5 BID & CONSTRUCTION ASSISTANCE**

### Objective:

HDR will assemble bid documents and assist with the bidding process during the bidding period. HDR will assist Escambia County and the contractor with issues during construction.

### HDR Activities:

- Prepare responses to contractor questions during advertisement and necessary addenda.
- Attend pre-bid meeting
- Attend bid opening
- Prepare a bid tabulation of all bids received
- Attend preconstruction conference.
- Attend onsite meetings during construction assuming a 9 month schedule. Assume monthly meetings.
- Address Contractor questions regarding contract plans during construction and provide plans revisions as necessary.
- Provide recommendations to Escambia County during construction.
- Review Contractor's shop drawings.
- Provide record drawings based on data obtained from County Inspector and Contractor.

### Bid & Construction Assistance Deliverables:

- RFI Response/Addenda
- Bid Tabulation
- Plans Revisions
- Approved shop drawings
- Record Drawings

Exhibit B  
Milestone Schedule



Exhibit C  
Fee Schedule

**Exhibit C - Fee Schedule**  
**HDR ACTIVITIES/SALARIES FEE COMPUTATIONS FOR**  
**Design Services for Frinchez Heights**  
**PD 21-22.097**  
**FINAL**

ACTIVITY	Project Manager		Sr. Engineer		Professional Engineer		Engineer		CADD/GIS Technician		Administrative		Activity Fee	Manhours By Activity	Average Hourly Rate
	Man-Hours	Hourly Rate	Man-Hours	Hourly Rate	Man-Hours	Hourly Rate	Man-Hours	Hourly Rate	Man-Hours	Hourly Rate	Man-Hours	Hourly Rate			
<b>HDR LUMP SUM TASKS</b>															
Task 1 - PROJECT COORDINATION & DATA COLLECTION	53	\$ 208.74	0	\$ 219.73	54	\$ 129.11	20	\$ 106.26	0	\$ 110.19	7	\$ 123.05	\$ 21,021.71	134	\$ 156.88
Task 2 - H&H MODELING ANALYSIS & REPORTING	13	\$ 208.74	8	\$ 219.73	104	\$ 129.11	26	\$ 106.26	104	\$ 110.19	5	\$ 123.05	\$ 32,736.67	260	\$ 125.91
Task 3 - DRAINAGE DESIGN & PLANS PRODUCTION	23	\$ 208.74	14	\$ 219.73	46	\$ 129.11	183	\$ 106.26	183	\$ 110.19	9	\$ 123.05	\$ 54,534.10	458	\$ 119.07
Task 4 - PERMITTING	7	\$ 208.74	2	\$ 219.73	22	\$ 129.11	10	\$ 106.26	22	\$ 110.19	1	\$ 123.05	\$ 8,350.89	64	\$ 130.48
<b>HDR LIMITING AMOUNT TASKS</b>															
Task 5 - BID & CONSTRUCTION ASSISTANCE	12	\$ 208.74	3	\$ 219.73	23	\$ 129.11	8	\$ 106.26	10	\$ 110.19	2	\$ 123.05	\$ 8,331.68	58	\$ 143.65
<b>HDR TOTALS</b>	<b>108</b>	<b>\$ 208.74</b>	<b>27</b>	<b>\$ 219.73</b>	<b>249</b>	<b>\$ 129.11</b>	<b>247</b>	<b>\$ 106.26</b>	<b>319</b>	<b>\$ 110.19</b>	<b>24</b>	<b>\$ 123.05</b>	<b>\$ 124,975.05</b>	<b>974</b>	<b>\$ 128.31</b>

**CONTRACT FEE SUMMARY**

**Lump Sum Tasks**

HDR Task 1 - PROJECT COORDINATION & DATA COLLECTION	\$ 21,021.71
HDR Task 2 - H&H MODELING ANALYSIS & REPORTING	\$ 32,736.67
HDR Task 3 - DRAINAGE DESIGN & PLANS PRODUCTION	\$ 54,534.10
HDR Task 4 - PERMITTING	\$ 8,350.89
<b>Total Lump Sum:</b>	<b>\$ 116,643.37</b>

**Limiting Amount Tasks**

HDR Task 5 - BID & CONSTRUCTION ASSISTANCE	\$ 8,331.68
Subconsultant in Task 1: Larry M. Jacobs & Associates, Inc. (Geotech)	\$ 5,887.00
Subconsultant in Task 1: ISS, Inc. (SUE Allowance)	\$ 5,000.00
<b>Total Limiting Amount:</b>	<b>\$ 19,218.68</b>

**PROJECT TOTAL** **\$** **135,862.05**

Exhibit C - Fee Schedule  
**TASK LIST**  
**Design Services for Frinchez Heights**

**ACTIVITY: TASK 1 - PROJECT COORDINATION & DATA COLLECTION**

Task	Basis of Estimate	No. of Units	Hours/ Unit	Total Hours	Remarks
Kickoff & Design Meetings	EA	5	4	20	2 attendees X 2 hours including prep
Status Reports	EA	14	0.5	7	14 month schedule including construction time
Schedule Development	LS	1	3	3	
Data Collection Coordination	LS	1	8	8	
Field Reviews & Wetland Delineation	EA	4	6	24	2 attendees X 3 hours
Owner, Consultant, & Utility Meetings	EA	10	3	30	2 attendees X 1.5 hours, including prep/minutes
Public Involvement Support	LS	1	16	16	
Data Collection & Records Analysis	LS	1	24	24	
See Attachment A for Geotech Investigation Subconsultant Price					
<b>Subtotal</b>				132	
Quality Control	1%			1	
Supervision	1%			1	
<b>TOTAL</b>				134	

Exhibit C - Fee Schedule  
**TASK LIST**  
**Design Services for Frinchez Heights**

**ACTIVITY: TASK 2 - H&H ANALYSIS & REPORTING**

Task	Basis of Estimate	No. of Units	Hours/ Unit	Total Hours	Remarks
Incorporate Existing Plans / Data	LS	1	24	24	
Existing Condition Sub-basin Delineation	LS	1	16	16	
Existing Condition Model Development	LS	1	40	40	
Existing Model Iterations & Issue Analysis	LS	1	32	32	
Proposed Condition Sub-basin Delineation	LS	1	16	16	
Proposed Condition Model Development	LS	1	16	16	
Proposed Model Iterations & Results	LS	1	40	40	
Develop Design Recommendations	LS	1	32	32	considers possible pond siting/modeling
Provide Design Concept Figure	EA	1	6	6	
Prepare ROM Costs	EA	1	4	4	
H&H Analysis & Rec. Report	LS	1	24	24	
<b>Total Plan Sheets</b>					
<b>Manhour Subtotal</b>				250	
Quality Control	2%			5	
Supervision	2%			5	
<b>TOTAL</b>				260	

**Exhibit C - Fee Schedule**  
**TASK LIST**  
**Design Services for Frinchez Heights**

**ACTIVITY: TASK 3 - DRAINAGE DESIGN & PLANS PRODUCTION**

Task	Basis of Estimate	No. of Units	Hours/ Unit	Plan Sheets	Total Hours	Remarks
Design:						
Incorporate Geotech	LS	1	6		6	
Drainage System Design	LS	1	72		72	assumes up to 3,800 LF improvements
Drainage Design Documentation Report	LS	1	24		24	
Design Associated Improvements	LS	1	40		40	assumes up to 3,800 LF improvements
Incorporate SUE Data	LS	1	16		16	
Utility Conflict Matrix	LS	1	4		4	
Construction Cost Estimating	LS	1	12		12	2 phase estimates
Prepare Bid Package	LS	1	8		8	
Plans Production (3 deliverables):						
Cover/Key Sheet	Sheet	1	2	1	2	
Summary of Pay Items Sheet	Sheet	1	8	1	8	includes pay item notes
Drainage Maps	Sheet	2	16	2	32	
Project Layout/Control Sheet	Sheet	1	8	1	8	
General Notes Sheet	Sheet	1	2	1	2	includes TCP notes
Special Details Sheets	Sheet	1	16	1	16	
Plan & Profile Sheets (incl. Utility adj.)	Sheet	8	16	8	128	assumes 500'/sheet
Drainage Structure Sheets	Sheet	3	10	3	30	assumes up to 8 drainage structures
Cross Section Sheets	Sheet	6	4	6	24	assumes 200' average interval, key locations
SWPPP Sheet	Sheet	1	4	1	4	includes erosion control details
<b>Total Plan Sheets</b>				25		
<b>Manhour Subtotal</b>					436	
Quality Control	3%				13	
Supervision	2%				9	
<b>TOTAL</b>					458	



Exhibit C - Fee Schedule  
**TASK LIST**  
**Design Services for Frinchez Heights**

**ACTIVITY: TASK 4 - PERMITTING**

<b>Task</b>	<b>Basis of Estimate</b>	<b>No. of Units</b>	<b>Hours/ Unit</b>	<b>Total Hours</b>	<b>Remarks</b>
Determine Qualifying Permits for Design	LS	1	8	8	
NWFWMD Pre-app Meeting	EA	1	12	12	2 attendees x 4 hours including prep/minutes
Complete & Submit Permit Application	LS	1	40	40	
<b>Subtotal</b>				60	
Quality Control	5%			3	
Supervision	1%			1	
<b>Total</b>				64	

Exhibit C - Fee Schedule  
**TASK LIST**  
**Design Services for Frinchez Heights**

**ACTIVITY: TASK 5 - BID & CONSTRUCTION ASSISTANCE**

Task	Basis of Estimate	No. of Units	Hours/ Unit	Total Hours	Remarks
RAI Response & Addenda During Bidding	LS	1	8	8	
Attend Pre-bid Meeting	EA	1	1	1	1 attendees x 1 hour
Bid Tabulation & Analysis	LS	1	2	2	
Attend Pre-construction Conference	EA	1	3	3	2 attendees x 1.5 hour
Attend onsite meetings	EA	9	2	18	includes 2 attendees X 1 hour per meeting
Address RFI's during Construction	LS	1	12	12	
Shop drawing & submittal review	EA	8	0.5	4	assumes 8 drainage structures
Record Drawings	LS	1	8	8	
<b>Subtotal</b>				56	
Quality Control	3%			2	
Supervision	0%			0	
<b>Total</b>				58	

**Exhibit C - Fee Schedule**  
**Escambia County Design, Engineering and Inspection Services**  
 FDOT Audited Rate Calculation for HDR Engineering, Inc.

FDOT Audited Rates	HDR
Home Office Overhead	154.880%
FCCM	0.130%
Home Office Expense	4.960%
Operating Margin	33.000%

Category	2022 Base Rate	Proposed Billing Rate
<b>Project Manager</b>	\$ 71.25	\$ 208.74
<b>Senior Engineer</b>	\$ 75.00	\$ 219.73
<b>Professional Engineer</b>	\$ 44.07	\$ 129.11
<b>Engineer Intern</b>	\$ 36.27	\$ 106.26
<b>CADD/GIS Technician</b>	\$ 37.61	\$ 110.19
<b>Administrative</b>	\$ 42.00	\$ 123.05

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

**Exhibit C - Fee Schedule**  
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**OPERATING MARGIN JUSTIFICATION**

375-030-82  
PROCUREMENT  
02/16

**1. CONTACT INFORMATION**

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

**2. COMPLEXITY OF PROJECT**

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

**Typical Project Type**

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

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

**Typical Project Type**

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

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

**Typical Project Type**

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

**Complexity of Project Allowed Range: 5% to 7%**

**Consultant %: 6.00%**

**JUSTIFICATION:**

Medium: Design of stormwater management improvements in an existing developed area with multiple private properties involved. Specialized H&H modeling skills required.

**Exhibit C - Fee Schedule**  
 STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**OPERATING MARGIN JUSTIFICATION**

375-030-82  
 PROCUREMENT  
 02/16

**3. DEGREE OF (FINANCIAL) RISK**

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

**Typical Project Type**

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

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

**Typical Project Type**

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

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

**Typical Project Type**

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

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

**Consultant %: 4.00%**

**JUSTIFICATION:**

Medium: Project with additional coordination efforts with outside agencies/parties. Study phase involved which may affect design scope of work.

Exhibit C - Fee Schedule  
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**OPERATING MARGIN JUSTIFICATION**

375-030-82  
PROCUREMENT  
02/16

**4. PROJECT SCHEDULE**

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

**Typical Project Type**

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

**MEDIUM** – standard schedule.

**Typical Project Type**

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

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

**Typical Project Type**

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

**Project Schedule Allowed Range: 1% to 3%**

**Consultant %: 3.0%**

**JUSTIFICATION:**

High: Project has a compressed design schedule to meet grant requirements. There are elements outside the control of the engineer such as construction funding, public input, survey data collection and outside party (adjacent project) coordination.

**5. COST CONTROL EFFORTS**

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

- Burdened salary rates (by region) by classification.
- Reasonableness of the proposed distribution of staffing for the project.
- Specialized services requiring specialized staff.
- Reimbursed or excluded premium overtime.

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

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

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

**Cost Control Efforts Allowed Range: 3% to 27%**

**Consultant %: 20.00%**

**JUSTIFICATION:**

Good overhead control; specialized services required; design scope may change dependent on study phase and items indicated in #4 so significant cost control efforts will be utilized to keep the project within budget.

**6. OPERATING MARGIN JUSTIFICATION TOTAL**

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

**Total Allowed Range: 12% to 42%**

**Consultant %: 33.0%**

**Exhibit C - Fee Schedule**  
 STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**OPERATING MARGIN JUSTIFICATION**

375-030-82  
 PROCUREMENT  
 02/16

**7. CONTRACT DURATION ADJUSTMENT FACTOR**

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

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

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

For Calculation purposes, CDAF shall be added to Operating Margin and applied to direct salaries:

**Allowed CDAF for this project: 0**

**ATTACHMENT A**

**Geotechnical Investigation  
Larry M. Jacobs & Associates, Inc.**





August 9, 2022

Mr. Allen Vinson, PE



Via email: [Allen.Vinson@hdrinc.com](mailto:Allen.Vinson@hdrinc.com)

**Subject: Geotechnical Exploration Proposal  
Frinchez Heights Stormwater Improvements  
Escambia County, Florida**

Dear Allen:

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

### **Project and Site Description**

The site is located south of Olive Road along the west side of Sabra Drive and along the south side of Atwood Drive in Escambia County, Florida. We understand that the project includes the installation of roughly 900 linear feet of 48-inch diameter storm pipe along the west side of Sabra Drive with a pipe embedment of 5 feet. The project also includes replacing two existing 24-inch pipes with two 48-inch pipes under a gravel drive at the southeast end of Atwood Drive. The project also includes modifications to the existing drainage ditch along the south side of Atwood Drive, and a pond might be added, but we understand is unlikely to be needed. The existing ditch is reportedly about 8-9 feet deep. If this information changes or is incorrect, our office should be notified, and changes to this proposal may be needed.

### **Proposed Scope of Services**

The proposed scope of services is based on the information supplied and our experience in the area with similar projects. We propose to perform the following:

- ▼ Locate the borings at the site.
- ▼ Notify registered utilities at the site (Sunshine). Non-registered or private utilities are the responsibility of the client to clear.
- ▼ Mobilize a truck mounted drill rig and drill team to the site.
- ▼ Drill four Standard Penetration Test (SPT) borings to 10 feet along Sabra Drive.
- ▼ Drill one SPT boring to 15 feet at the pipe replacement south of Atwood Drive.
- ▼ Drill two SPT borings to 20 feet adjacent to the existing drainage ditch south of Atwood Drive at the requested locations.
- ▼ Attempt to obtain up to two Shelby tube or relatively undisturbed soil samples from the pond borings for permeability testing.
- ▼ Perform a visual classification of the soil samples obtained during our exploration.



- ▼ Run lab tests to evaluate and document soil properties for our analysis. We have budgeted up to two falling head permeability tests with grainsize analysis.
- ▼ Analyze the field and laboratory data to provide recommendations for the project.

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

- ▼ Existing site characteristics.
- ▼ Exploration, testing, and sampling methods.
- ▼ Subsurface soils encountered and soil classifications.
- ▼ Depth to groundwater or perched water at the time of drilling if encountered.
- ▼ A discussion of laboratory test results.
- ▼ Recommendations for pipe bedding and backfill.
- ▼ Recommendations for soil moisture control, compaction, and if drainage/dewatering if anticipated.
- ▼ Recommendations for stormwater analysis and design including the recommended vertical and horizontal saturated hydraulic conductivities, fillable porosity, and the estimated normal seasonal high water level.

### Estimated Costs

We propose to provide the scope of services in this proposal for a lump sum of **\$5,887.00**. This proposal assumes that boring locations are accessible to our truck mounted drill rig, we have right of entry to the site, and that we will not experience excessive delays due to debris at borehole locations or for other reasons outside of our control. If such conditions are encountered that may cause the cost of the exploration to exceed the budget figure, we will obtain approval for the additional work before proceeding.

**LMJ** appreciates the opportunity to present you with this proposal, and we look forward to working with you on this project. If you have any questions or comments or require any further information, please do not hesitate to call.

Sincerely,

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

A handwritten signature in blue ink, appearing to read 'Keith V. Jacobs', is written over a horizontal line.

Keith V. Jacobs, PE  
Principal Engineer

Attachments