

**ESCAMBIA COUNTY FLORIDA**

**REQUEST FOR LETTERS OF INTEREST**

**BRISTOL PARK AREA OF ELEVEN MILE CREEK STREAM RESTORATION AND FLOOD  
PLAIN EXPANSION**

**Solicitation Identification Number PD 16-17.011**

**Letters of Interest Will Be Received Until:  
11:59 p.m. CST, Tuesday, December 06, 2016**

Office of Purchasing, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Matt Langley Bell III Building  
Post Office Box 1591  
Pensacola, FL 32597-1591

**Attention:** Eddie H. Wehmeier, Purchasing Specialist

**Board of County Commissioners**

Grover Robinson, IV, Chairman  
Wilson B. Robertson, Vice Chairman  
Steven Barry  
Lumon J. May  
Douglas Underhill

From:  
Claudia Simmons  
Purchasing Manager

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All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

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**Assistance:**

Eddie H. Wehmeier  
Purchasing Specialist  
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**NOTICE**

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

**SPECIAL ACCOMMODATIONS:**

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

Escambia County Florida  
Request for Letters of Interest  
Proposer's Checklist  
**BRISTOL PARK AREA OF ELEVEN MILE CREEK STREAM RESTORATION AND  
FLOOD PLAIN EXPANSION**  
**Solicitation Identification Number PD 16-17.011**

**How to Submit Your Proposal**

Please review this document carefully. Offers that are accepted by the county are binding contracts. Incomplete proposals are not acceptable. All documents and submittals must be received by the office of purchasing on or before date and hour specified for receipt. Late proposals will be returned unopened.

The County has implemented a new Electronic Submittal Process, which requires the use of GovernmentForms.software®. This software, which generates and posts a customized version the Standard Form (SF) 330 along with the capability to upload other required items, can be downloaded at the following address: <http://www.myescambia.com/our-services/purchasing/professional-services-submittals>

GSA Standard Form 330 (the following forms must be submitted in the order listed below)

- Part II (update if already submitted)
- Part I

**The remaining forms are PDF's to be uploaded**

- Letter Of Interest
- Letter From Insurance Carrier as to Capacity to Provide a Certificate Of Insurance as Specified In the "Insurance Requirements"
- Certificate of Authority to do Business from the State Of Florida (Information Can Be Obtained at <http://www.sunbiz.org/search.html>)

**Note:** While the following forms are attached to this solicitation. They are provided as an example only. Use the forms listed on <http://www.myescambia.com/our-services/purchasing/professional-services-submittals>, **General Information/Sample Forms/Required Items**, they are PDF Forms.

- Certification Regarding E-Verify System
- Truth in Negotiation Certification
- Drug-Free Workplace
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
- Information Sheet For Transactions and Conveyances Corporate Identification
- Anti-Lobbying Certification
- Disclosure of Lobbying Activities

**The Following Submittals Are Required Upon Notice Of Award:**

- Certificate Of Insurance

**How to Submit a No Proposal**

- If you do not wish to propose at this time, please respond to the Office of Purchasing providing your firm's name, address, a signature, and a reason for not responding in a sealed envelope. This will ensure your company's active status in our vendor's list.

*This form is only for your convenience to assist in filling out your proposal. Do not return with your proposal.*

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**PD 16-17.011, BRISTOL PARK AREA OF ELEVEN MILE CREEK STREAM RESTORATION AND EXPANSION**

**I. INFORMATION PACKAGE**

**BRISTOL PARK AREA OF ELEVEN MILE CREEK STREAM RESTORATION AND FLOOD PLAIN EXPANSION**

**Solicitation Identification Number PD 16-17.011**

**Scope of Work Summary**

The general intent of this scope of work is to assist with the management of Hazard Mitigation Grant Program (HMGP), Federally Funded Subgrant Agreement #16HM-H4-01-27-01-452; Federal Emergency Management Agency (FEMA) Project 4177-08-R, awarded to Escambia County to acquire and demolish 27 single family residences in the Bristol Park area of 11-Mile Creek; revise the HMGP grant scope to add and exchange property acquisition sites to better coincide with an 11-Mile Creek Stream Restoration Project; and provide engineering and environmental services as necessary to develop conceptual plans, design, permitting of stream restoration, water quality enhancements, natural resources restoration, and wetland enhancement to the Bristol Park Area of Eleven Mile Creek. Design and management team shall demonstrate the lead firm and/or sub-consulting firms have the best qualifications to accommodate this scope of work for contract consideration.

**Project Location:**

The Bristol Park area is located in Escambia County along 11-Mile Creek. The project site is boarded by S. Highway 97 on the north, Highway 297A on the east, I-10 on the south, and by undeveloped land on the west. The primary area of stream restoration is that portion of 11-Mile Creek and adjoining properties located between Bristol Park, Bristol Creek, and Asbury Hills subdivisions, along with several down-gradient parcels. Multiple location maps are provided on the County's FTP site listed in the scope.

**Project Background/Description:**

The Bristol Park/Bristol Creek/Ashbury Hills Subdivision area flooded as a result of the April 29-30, 2014 storm event, which negatively impacted public and private infrastructure, including approximately 160 homes and private properties. This area is located along and within the FEMA special flood hazard zone of the 11-Mile Creek Primary tributary, as defined in the 11-Mile Creek Basin Study.

The 11- Mile Creek Basin is approximately 22,000 acres, with a main channel and 56 contributing tributaries. The initial Master Drainage Plan for 11- Mile Creek Basin was completed in 1994. Due to several extreme storm events, the upper portions were re-evaluated in 1999 and again in 2008 to consider extensive flood conditions, the main channel creek degradation, and water quality needs. Basin Study data is provided on the County's FTP site listed in the scope. It should be noted, FEMA is currently in the process of updating the FIRM map within this area of 11-Mile Creek, to improve Flood Insurance Rate Map (FIRM) consistency with the special flood hazard zone, and some coordination with FEMA's consultants may be necessary.

Bristol Creek/11-Mile Creek was submitted into the County RESTORE portal as two projects; one as a Stream Restoration Project and the other as a Regional Pond Program. The focus of this scope is stream restoration with water quality improvements. Eleven Mile Creek is a 303(d) listed impaired water body. Total Maximum Daily Loads (TMDLs) exist for fecal coliform bacteria, low dissolved oxygen, excess nutrients, elevated biological oxygen demand, and

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unionized ammonia. Much of Eleven Mile Creek has become disconnected from the historical floodplain due to stream erosion caused by increased storm flows, stream velocities, and development encroachments. This project proposes to leverage HMGP grant funding to mitigate flooding, protect valuable public infrastructure, repair existing nonfunctional stormwater infrastructure, restore natural resources, and improve water quality in Eleven Mile Creek and eventually Perdido Bay.

Depending upon the extent of successful acquisition of easements and/or properties, this project could restore 3,500 to 5,000 linear feet of the creek, and 40 -70 acres of floodplain wetlands and riparian buffers within the Eleven Mile Creek watershed. Since easement and land acquisitions need to occur first, the scope will be divided into two design funding phases.

The project will also include the rehabilitation of 3 subdivision stormwater ponds during floodplain and stream restoration. Rehabilitation shall satisfy regulatory requirements. Pond properties are expected to be donated by the Ashland Hills homeowner's association and the previous development company. Pond rehabilitation design is expected to reduce downstream stormwater flow rates, improve overall water quality, reduce erosion velocities, and be incorporated as a flood plain reduction or storage area. Additional wetland stage storage areas are expected features for habitat enhancement and flood plain reduction, depending on successful land acquisition.

The project includes property acquisition along Eleven Mile Creek, demolition of existing residential structures, wetland restoration, and invasive species eradication, reestablishment of riparian buffers, floodplain expansion, and flood stage reduction. Additional information on the Bristol Creek/11-Mile Creek RESTORE application can be found on the County's FTP site listed in the scope.

The HMGP grant management portion of the scope includes, but is not limited to, the following:

- Verifying all grant tasks are completed in accordance with all applicable Federal, State, FEMA and Local Laws, Regulations and Codes;
- Preparation of bid documents for residential structure demolition with sealed engineering designs, and construction plans approved by the Florida Division of Emergency Management (FDEM) and FEMA. It should be noted, FEMA requires residential structure demolition within 90 days of property acquisition. Acquisition and demolition will be handled in several property groups.
- Reimbursement assistance and support;
- FDEM-FEMA coordination as required for grant implementation;
- Homeowner coordination as required for successful land acquisition;
- Pre-audit of invoices and changes submitted by contractors and subcontractors for approved invoices.

The HMGP grant modification portion of the scope includes, but is not limited to, the following:

- Prepare grant modification requests to FDEM, to consider property acquisition substitutions, of interior properties listed in the approved grant with properties abutting the creek consistent with conceptual stream restoration plans.
- Prepare grant modification requests to FDEM for additional acquisition/demolition properties, as funding becomes available throughout the course of the contract. Scope modification requests shall be consistent with FDEM-FEMA eligibility requirements that best coincide with stream restoration and flood stage-reduction of 11-Mile Creek.

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- Develop stream restoration and flood stage reduction concepts to align with property acquisition goals. The goal of grant scope modification is to adapt the plan to best utilize acquired/demolished properties funded by grant, to achieve flood plain reduction.
- Flood plain reduction concepts shall identify and coincide with grant approved acquisition properties, grant approved acquisition revisions, easement acquisition along the creek, property donation of pond parcels, and vacant parcel acquisition, requiring close coordination with Escambia County's Real Estate Acquisition Office

The necessary Surveying, Engineering, and Stream Design services of this scope shall include, but is not limited to:

- Develop conceptual plans identifying acquired properties, easements and/or donations in the original or modified grant;
- Surveying as necessary for design, easement acquisition, and property acquisition;
- Provide engineering services as necessary to develop conceptual plans;
- Provide all services as necessary to develop stream restoration, flood plain expansion, flood stage reduction, water quality enhancements, pond rehabilitation, natural resources restoration, and wetland enhancement design;
- Prepare a pre and post design stream assessment, including a morphological investigation using the Rosgen Stream-Classification System/Channel Assessment
- ICPR stormwater water modeling updates, as necessary for design;
- Stream design modeling to determine storm event elevations and in-stream shear stresses for pre and post construction;
- Plan preparation and permitting of stream restoration and flood plain expansion;
- Public Involvement including meeting preparation, presentations as necessary, and attendance, as well as one-on-one involvement with property owners;
- Bid document preparation for the final stream restoration design;
- Limited construction oversight as necessary for plan interpretation during construction and as-built certification at close-out.

The grant initial and revised HMGP applications, and RESTORE application information is available on the County's FTP. The A&E team shall have knowledge of flow and flood conditions specific to the 11-Mile Creek system, as well as extensive stream restoration experience. Basin study data is also available on the County's FTP site, along with maps, and other HMGP grant information and project information and background at:

11 Mile Creek Basin:

<ftp://ftp.myescambia.com/11%20Mile%20Creek%20Basin/>

Bristol Park HMGP Application

<ftp://ftp.myescambia.com/Bristol%20Park%20HMGP%20Application/>

Bristol Creek/11-Mile Creek Restore Application

<ftp://ftp.myescambia.com/Bristol%20RESTORE/>

Project will require permit authorization from the U.S. Army Corps of Engineers, Florida Department of Environmental Protection, and/or Northwest Florida Water Management District. Modifications within the floodway will require an engineering analysis and corresponding no-rise certification.

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## **Phased Approach to Scope of Services:**

Professional services within the scope are to be divided into separate funding phases. Phase 1 funds will focus on grant management, property acquisition, demolition, easement acquisition, public involvement, and conceptual plans for stream restoration and flood plain expansion. Phase 2 will focus on full design, permitting, and limited construction assistance for stream restoration, water quality, pond rehabilitation, flood plain expansion, and flood stage reduction.

The following tasks are suggested. Consultants may have additional suggested tasks, overlapping tasks between phases, and activities not listed which may be essential. The A&E Team selected is responsible for providing a complete scope of work, complete with man-hours, schedule, and FDOT approved rates.

## **PHASE 1:**

### **Task 1 Manage Bristol Park HMGP Grant**

- A. HMGP Grant management includes, but is not limited to: verifying record keeping is in accordance with the grant requirements, quarterly and close out report assistance, and verification that tasks and deliverables are correct and stay on schedule.
- B. Prepare bid packages for home demolition to secure a qualified and licensed Florida contractor consistent with the grant scope and all required regulations. All acquisitions and demolition activities shall be implemented in accordance with 44 CFR 80.17. It is expected this will be handled in several groups of 9 or 10 properties, and through the Office of Purchasing.
- C. A qualified engineer shall assist in monitoring demolition/construction activities that will ensure work is in accordance with all required permits, applicable codes and standards.

### **Task 2 Revise HMGP Grant Scope**

- A. Provide a grant scope revision request to FDEM that includes amending the grant agreement scope that adds properties not within the grant, exchanges interior property acquisitions with properties along the creek, and revises the grant scope to better coincide with stream restoration concepts.
- B. Prepare a cost benefit analyses for revised properties to be acquired in the grant scope.

### **Task 3: Develop stream restoration conceptual plans and an acquisition plan**

Since the success of property acquisition dictates the extents of the project, conceptual plan submittal is necessary prior to full design. Conceptual design shall include stream restoration, wetland enhancements, evasive species removal, water quality improvements, flood plain expansion, and flood stage reduction - which conceptualizes the highest and best use of properties to acquire - including rear yard easements along the creek, vacant parcels, and deeded pond parcels. The following are suggested conceptual plan tasks:

- A. Prepare an existing-condition stream assessment by collecting data to determine stream stability, reach, and restoration needs that will align with the flood plain hydrology and goal of flood stage reduction. Stream assessment shall include a morphological investigation of channel dimension, pattern, profile, and substrate materials.
- B. Provide professional services to include initial topographic survey features, stream geometry, including vertical and horizontal control, creek base line, critical elevations, legal descriptions/sketches for easement and boundary surveys for land acquisitions.

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- C. Develop a complete easement and property acquisition plan through close coordination with Escambia County's Real Estate Acquisition Office.
- D. Provide engineering and environmental services for conceptual plans for stream restoration, water quality improvement, floodplain expansion, and flood stage reduction. Conceptual plans are expected to have alternatives, will assist in land acquisition, and be presented to the affected property owners.
- E. Prepare public presentation exhibits, present that information, and attend project coordination meetings with county staff and the public as needed.
- F. Conduct initial utility coordination efforts: note there is a gas line creek crossing.
- G. Coordinate with the State Historic Preservation Office (SHPO).
- H. Prepare cost estimates of conceptual plan alternatives.
- I. Develop a conceptual stream restoration plan considering the stream assessment investigation, public meeting input, contributing watershed, and other data collected to proceed to final design, considering easement and land acquisition success.
- J. Public Involvement shall include one-on-one property owner coordination for grant implementation, public conceptual plan presentation, and commissioner related meetings in a public setting.

### **PHASE 2:**

#### **Task 4: Develop design plans, and permitting of the stream restoration, water quality improvements, floodplain expansion, and flood stage reduction**

- A. Primary design elements shall include stream restoration, evasive species removal, wetland enhancements, water quality improvements, flood plain expansion, flood stage reduction, and pond rehabilitation, as presented on the conceptual plans and consistent with successful property and easement acquisition.
- B. Full design surveying services shall include the project's creek centerline, property topographic features along the creek, 3 pond parcels along the creek, and all other survey data within or adjacent to the project area needed to develop a comprehensive plan design.
- C. Surveying services necessary for the full design of the project shall include, but not be limited to, the following:
  - a. Three certified copies of the Topographical Survey that meets the current Florida Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers.
  - b. Minimum of two Benchmarks referenced to NAVD 88 Datum. Maximum distance between Benchmarks shall not exceed 1000 feet.
  - c. Cross-section data intervals shall not exceed 100 feet. Where possible, topographical data shall exceed the right-of-way width or boundary area by a minimum of 5 feet to ensure a complete Digital Terrain Model (DTM) coverage.
  - d. Road rights-of-way and parcel lines depicted on topographical survey shall be based on field located property corners, where such corners exist.
  - e. Electronic files submitted shall be based on Projection Zone: Florida North (State Plane), Projection Type: Lambert Conformal Conic, and Datum: North American Datum of 1983 with a datum tag of 2011 (NAD83 (2011))
- D. Professional services to include complete topographic survey; final post design stream assessment, geotechnical; project design and engineering to convert the conceptual design into 90% and 100% plan submittals; project coordination meetings with county

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staff / public as needed; construction details with project specific specifications; utility coordination; wetland delineation, environmental permitting and associated fees; complete coordination of State Historic Preservation Office review, with allowances for an archeological survey report, if required by SHPO; bid documents including cost estimate; limited bid assistance; limited construction support; as-built certification; and routine progress reports.

- E. ICPR Basin modeling should be based upon existing inventory and existing drainage conveyance systems and outfalls as previously mentioned above; minor additional drainage inventory within the adjacent subdivisions will be necessary. It is anticipated the hydrologic/hydraulic model in the Eleven Mile Creek Basin Study can be utilized and updated as necessary with minor updates. Any records that are not readily available on the County's website, shall be requested of the County's project manager prior to implementing surveying services. Only the primary drainage system that includes the creek and connecting tributary to the West, contributing open ditches, ponds, and closed conveyance system of equivalent 18-inch diameter in the project area need to be considered. The stormwater modeling shall include simulations of the 3-year, 10-year, 25-year, 50-year and 100-year storm events, as well as a detailed study of flood prone regions within the subject sub-basin for both pre and post conditions.
- F. Limited construction oversight as necessary for plan interpretation during construction and as-built certification to County and regulatory agencies.

### **Project Timeline:**

Phase 1: HMGP agreement and associated scope of work was approved by BCC on June 21, 2016, with a period of performance deadline of April, 19, 2018. Disaster Close Out for 4177 storm event HMGP projects cannot be extended past May 6, 2018, except as approved by FEMA. A&E services are expected to extend after the disaster close out date, and require a justified time extension request to FDEM-FEMA.

Phase 2: Due to the scope of work for the overall project, it is expected services may extend for a minimum of 5 years to accommodate all aspects of grant management, stream restoration design, and limited construction oversight. Property acquisition success and funding appropriation will determine the Phase 2 timeline.

**Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q), Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and Energy Policy and Conservation Act (42 U.S.C. 6201), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).**

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**Anticipated Disciplines (Function Codes SF 330):**

	<b><u>GSA Code</u></b>	<b><u>Description</u></b>
<b><u>Primary Disciplines</u></b>	12	Civil Engineer
	99	Other (Grant Management)
<b><u>Secondary Disciplines</u></b>	07	Biologist
	08	CADD Technician
	15	Construction Inspector
	16	Construction Manager
	19	Ecologist
	23	Environmental Engineer
	24	Environmental Scientist
	27	Foundation/Geotechnical Engineer
	29	Geographic Information System Specialist
	30	Geologist
	38	Land Surveyor
	48	Project Manager
	55	Soils Engineer
	<b><u>GSA Code</u></b>	<b><u>Description</u></b>
<b><u>Primary Experience</u></b>	R11	Rivers; Canals; Waterways; Flood Control
	S13	Stormwater Handling and Facilities
<b><u>Secondary Experience</u></b>	C14	Conservation and Resource Management
	C15	Construction Management
	C16	Construction Surveying
	C18	Cost Estimating
	E01	Ecological and Archeological Investigations
	E09	Environmental Impact Studies, Assessments or Statements
	E10	Environmental and Natural Resource Mapping
	E11	Environmental Planning
	E13	Environmental Testing and Analysis
	L02	Land Surveying
	S10	Surveying; Planning; Mapping; Floodplain Studies
	S11	Sustainable Design
	S13	Stormwater handling and Facilities
	T04	Topographic Surveying and Mapping
	W02	Water Resources; Hydrology; Groundwater

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**II. INSTRUCTIONS TO SUBMITTERS**

Firms desiring to provide described Professional Services shall submit one (1) electronic copy of your firms Letter of Interest containing all of the requested information no later than the date and time listed on the cover sheet. Submittals delivered late shall not be accepted or considered. No exceptions will be made.

**A. Government Forms Software: <http://submittals.myescambia.com/>**

All information requested must be submitted. Failure to submit all information may result in a lower evaluation of the proposal. Letters, which are substantially incomplete or lack key information, may be rejected by the County at its discretion. The selection of the short listed firms will be based on the information provided in the submittal.

The submittals shall be in the GSA Standard Form (SF) 330 format with one additional section as described below (include in Letter of Interest). No other format will be acceptable.

Information submitted with your letter of interest should include documentation to demonstrate your firm's qualifications and abilities to provide the scope of services. The submittal should include sufficient information to permit a clear understanding of similar past projects, especially in Florida, staff experience and abilities, and any other additional, pertinent details to describe the team's capabilities.

A committee will review the information submitted and short-list the firms. On-site presentations, interviews, and or discussions will be requested of a short list of three or more firms. Once all review is complete, the short-listed firms will be ranked by the selection committee with the top ranked firm being scheduled for negotiations.

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

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**The following policy will apply to all methods of source selection:**

**B. CONDUCT OF PARTICIPANTS**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

**Definitions**

***Blackout period*** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

***Lobbying*** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

**Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

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**C. IDENTIFICATION OF SUBCONSULTANTS/CHANGES AFTER THE FACT**

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those subconsultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract and including question and answer sessions, presentations or technical clarifications and submittals as may be required by the Review/Selection Committee. A substitution or addition of subconsultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

**D. FLORIDA EXECUTIVE ORDER 11-116 COMPLIANCE**

**III. FIRMS' EVALUATIONS AND SELECTION**

The County shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes. The selection committee shall consider such factors as:

	<b><u>Points Available</u></b>
<p><b><u>Experience with Stream Stabilization/Restoration, Environmental Restoration, Stormwater/Drainage Modeling and Design, and Environmental Permitting:</u></b> Experience with project specific design, environmental, and permitting requirements shall be considered. Experience with stream assessment, morphological investigation, stream design modeling, and Rosgen Stream-Classification System/Channel Assessment. Experience successfully designing and permitting projects within flowing streams and adjacent riparian areas are a key consideration. Experience with Advanced Interconnected Channel and Pond Routing (ICPR) Program, and any historical experience with 11-Mile Creek Basin Study or similar studies. Firm should document previous completion of any related successful projects.</p>	35
<p><b><u>Experience with the Florida Hazard Mitigation Grant Program (HMGP), and other similar grant programs:</u></b> Experience with the HMGP process, federal grant application and implementation requirements, grant management, and grant benefit-costs analyses, including other similar grant programs are a significant in the selection process. Firm should document previous completion of any related successful grant projects, ongoing grant projects, and related experience.</p>	30

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<p><b><u>Past Record and Performance, Background Experience, and Technical Expertise of Firm, Sub-consultants, and Individual Team Members:</u></b> Past records of performance shall be considered. Consultant evaluation records should be positive. Any previous negative consultant evaluations should result in significantly lower scores. A previous working relationship with Escambia County should not be considered a prerequisite for selection. A positive record of performance may also be demonstrated within the firm's submittal. Record of performance should be clearly documented. Qualifications of the firm and individual team members shall be considered with respect to the project specific GSA codes identified above. GSA codes identified as "primary" shall be considered as minimum criteria. Disciplines identified by GSA codes as "secondary" shall not be considered as minimum qualifications. Expertise in these secondary disciplines should generally result in higher scores.</p>	20
<p><b><u>Ability to Meet Project Specific Schedule and be Readily Accessible:</u></b> Project timeline is controlled by terms and conditions as determined by grant funding agreement. Ability to meet project specific schedule should be considered. Project team members should be readily accessible to respond as necessary to avoid unnecessary delays.</p>	10
<p><b><u>Recent and Current Workload:</u></b> Recent and current workload should be considered. Factors when determining score should include: number of recent and active County projects, value of recent and active County projects. Recent and current workload should be evaluated with respect to the size of the firm. The intent of this criterion is to provide a fair distribution of projects without overloading any one firm.</p>	5

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

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**IV. SCHEDULE**

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	<b>Monday, November 07, 2016</b>
Letters of Interest due date	<b>11:59 p.m. CST, Tuesday, December 06, 2016</b>
Short-Listing Meeting	<b>3:30 p.m., CST, Tuesday, December 13, 2016</b>
Discussions, Ranking Meeting	<b>1:00 p.m., CST, Wednesday, January 04, 2017</b>
Written Scope due to Committee for Review	<b>Monday, January 16, 2017</b>
Fee Proposal due to Committee for Review	<b>Monday, January 16, 2017</b>
1 <sup>st</sup> Negotiations with First Ranked Firms	<b>3:00 p.m., CST, Wednesday, January 18, 2017</b>
2 <sup>nd</sup> Negotiations with First Ranked Firms	<b>If Required, 3:00 p.m., CST, Tuesday, January 24, 2017</b>
Board of County Commissioners approval	<b>Thursday, March 02, 2017</b>

**Note:** Per Florida Statute 119.071, General exemptions from inspection or copying of public records 2. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Public Records of this solicitation will not be available until **Thursday, January 05, 2017**.

**V. SUBMITTAL REQUIREMENTS**

The County has implemented an Electronic Submittal Process that utilizes GovernmentForms.software® (GFS) to generate a customized version of the Standard Form (SF) 330 in a specific format. Other items shall be in PDF format and must be submitted by electronic upload via GFS or manually via the County's web site at <http://submittals.myescambia.com/>

Required items are described below (**The following forms must be submitted electronically in the order listed below**):

**1. Update Standard Form (SF) 330 – Part II (GFS format)**

For those firms that have already provided an SF 330 Part II update as required

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**Note:** The wording on the form can't be changed, but include information as though the listing reads as follows:

11. ~~ANNUAL AVERAGE~~ PROFESSIONAL SERVICES REVENUES INVOICED  
AND PAID BY OF FIRM FOR LAST 3 YEARS

11. a. Federal Escambia County Florida Board of County Commissioners

11. b. ~~Non-Federal~~ Non-Escambia County Florida Board of County  
Commissioners Work

**2. Standard Form (SF) 330 – Part I (GFS format)**

Generated by GovernmentForms.software®, maximum 75 pages, includes:

- Standard Form (SF) 330 - Part I, Section A-C  
Page Limit: Typically just 1 page in length
- Standard Form (SF) 330 - Part I, Section D
  - For each individual shown on the organizational chart list the following:
    - Name
    - Position relative to the project
    - Firm
    - Position in the firm
- Standard Form (SF) 330 - Part I, Section E  
Page Limit: 20 pages/resumes
- Standard Form (SF) 330 - Part I, Section F  
Page Limit: 10 pages/projects
- Standard Form (SF) 330 - Part I, Section G  
Page Limit: 1 page
- Standard Form (SF) 330 - Part I, Section H

**3. Letter of Interest (PDF format)**

Letter of Interest prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually (Page Limit: Total Letter of Interest length shall not exceed 50 pages).

**Requirements** for this section (to be included in Letter of Interest):

- Specific answers to the Phase 1 Evaluation Criteria for Short-listing
- Proposers shall list all currently active contracts or task orders with Escambia County, Florida and the following relative information
  - Contract or Task Order name
  - Current status
  - Costs
    - Original cost, to include any change orders
    - Remaining balance
- Proposers shall list any work which their organization failed to complete in the last five (5) years and describe the when, where, how and why of such failure.

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- Proposers shall list any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name and to discuss the reasons thereof.
- Proposers shall list any lawsuits in which their team (firms and individuals) is involved relative to services performed or failed to perform over the last five (5) years
- Proposers shall include any additional information to represent your firm for consideration.

**Documents**

**The following forms are PDF's to be uploaded**

- Letter Of Interest
- Letter From Insurance Carrier as to Capacity to Provide a Certificate Of Insurance as Specified In the "Insurance Requirements"
- Certificate of Authority to do Business from the State Of Florida (Information Can Be Obtained at <http://www.sunbiz.org/search.html>)

**Note:** While the following forms are attached to this solicitation. They are provided as an example only. Use the forms listed on <http://submittals.myescambia.com/>, **General Information/Sample Forms/Required Items**, they are PDF Forms.

- Certification Regarding E-Verify System
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions
- Truth in Negotiation Certification
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances Corporate Identification
- Anti-Lobbying Certification
- Disclosure of Lobbying Activities

**No additional information is to be included in the Letter of Interest.**

**Note: Failure to provide the information listed above could be reason for deeming a firm non-responsive.**

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**Certification Regarding E-Verify System**

Contractor hereby certifies compliance with the following:  
Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Escambia County. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Escambia County on its behalf utilize the E-Verify system to verify employment of all new employees hired by subcontractor.

CONTRACTOR:

\_\_\_\_\_  
Business Name

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Printed

Title: \_\_\_\_\_  
Printed

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

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN  
VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Signature/Authorized Certifying

\_\_\_\_\_  
Official Typed Name and Title

\_\_\_\_\_  
Applicant/Organization

\_\_\_\_\_  
Date Signed

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**TRUTH IN NEGOTIATION CERTIFICATION**

For any lump-sum or cost-plus-a-fixed-fee professional service agreement over \$60,000 the Agency requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement will be accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Agency determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Agency, whichever is later.

\_\_\_\_\_  
Name of Consultant

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to \_\_\_\_\_  
(print name of the public entity)
- by \_\_\_\_\_  
(print individual's name and title)
- for \_\_\_\_\_  
(print name of entity submitting sworn statement)
- whose business address is

\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is:

\_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(signature)

Sworn to an subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Personally known \_\_\_\_\_  
OR produced identification \_\_\_\_\_

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

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**Drug-Free Workplace Form**

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_ does:

\_\_\_\_\_  
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

**Check one:**

\_\_\_\_\_ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

\_\_\_\_\_ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

\_\_\_\_\_  
**Offeror's Signature**

\_\_\_\_\_  
**Date**

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RESTORATION AND EXPANSION**

**Information Sheet  
for Transactions and Conveyances  
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

**(Please Circle One)**

**Is this a Florida Corporation:** Yes or No

**If not a Florida Corporation,**

In what state was it created: \_\_\_\_\_

Name as spelled in that State: \_\_\_\_\_

**What kind of corporation is it:** "For Profit" or "Not for Profit"

**Is it in good standing:** Yes or No

**Authorized to transact business  
in Florida:**

Yes or No

State of Florida Department of State Certificate of Authority Document  
No.: \_\_\_\_\_

**Does it use a registered fictitious name:** Yes or No

**Names of Officers:**

President: \_\_\_\_\_ Secretary: \_\_\_\_\_

Vice President: \_\_\_\_\_ Treasurer: \_\_\_\_\_

Director: \_\_\_\_\_ Director: \_\_\_\_\_

Other: \_\_\_\_\_ Other: \_\_\_\_\_

**Name of Corporation** (As used in Florida):

\_\_\_\_\_  
(Spelled exactly as it is registered with the state or federal government)

**Corporate Address:**

Post Office Box: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

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RESTORATION AND EXPANSION**

Page 2 of 2  
Corporate Identification

**Federal Identification Number:** \_\_\_\_\_  
(For all instruments to be recorded, taxpayer's identification is needed)

**Contact person for Company:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_ **Facsimile Number:** \_\_\_\_\_

**Name of individual who will sign the instrument on behalf of the company:**

\_\_\_\_\_  
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

**(Spelled exactly as it would appear on the instrument)**

**Title of the individual named above who will sign on behalf of the company:**

\_\_\_\_\_

END

---

(850) 488-9000    Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

(Revised 9/18/09)

**ANTI-LOBBYING CERTIFICATION**  
**(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By: \_\_\_\_\_ Date: \_\_\_\_\_ Authorized Signature

Title: \_\_\_\_\_

## DISCLOSURE OF LOBBYING ACTIVITIES

Is this form applicable to your firm?

YES  NO

If *no*, then please complete section 4 below for "Prime"

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : _____ _____ _____ Congressional District, <i>if known</i> : 4c _____	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> _____ _____ _____ Congressional District, <i>if known</i> : _____	
<b>6. Federal Department/Agency:</b> _____ _____	<b>7. Federal Program Name/Description:</b> _____ _____ CFDA Number, <i>if applicable</i> : _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i> _____ _____ _____	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**STANDARD PROFESSIONAL CONSULTING SERVICES  
CONTRACT DOCUMENTS**

**FOR**

**AGREEMENT BETWEEN  
ESCAMBIA COUNTY**

**AND**

---

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

**(Revised June 2016)**

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SAMPLE

## **AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ th day of \_\_\_\_, 201\_, 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, a for-profit corporation authorized to transact business in the State of Florida, whose address is \_\_\_\_, (City), (State) (Zip), and whose Federal tax identification number is XX-XXXXXXX (hereinafter referred to as the “Consultant”).

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

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

- 1.1 **BOARD OF COUNTY COMMISSIONERS:** The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.
- 1.2 **CONSULTANT:** \_\_\_\_\_ 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 (Name), (Title), (Department). In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.4 **CONTRACT SERVICES:** The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.
- 1.5 **COUNTY:** Escambia County is a body corporate and politic and a political subdivision of the State of Florida.
- 1.6 **LUMP SUM COMPENSATION:** Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.
- 1.7 **NOTICE TO PROCEED:** A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.
- 1.8 **PROJECT:** It is the intent of this Agreement that the Consultant provide to the County certain professional services for \_\_\_\_\_.

**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) XX-XX in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) for this Project.

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

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

**ARTICLE 3 SCOPE OF WORK**

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD XX-XX.XXX, \_\_\_\_\_, and as represented in the Consultant's Letter of Interest response to PD XX-XX.XXX, 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.

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(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 \$ \_\_\_\_\_.

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 Section 5.3, is to be paid as follows: A lump sum amount of (\$\_\_\_\_\_). 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.

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- (e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

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

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

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

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

5.5 NOTICES:

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

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United Postal Service 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 least ten (10) days prior notice of the address change.

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pensacola, Florida \_\_\_\_\_

Notices to the County shall be sent to:

\_\_\_\_\_  
County Administrator  
P.O. Box 1591  
Pensacola, Florida 32597-1591

**ARTICLE 6**

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

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

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

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of 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 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 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 Compliance with Laws: The Consultant agrees to comply, at its own expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement, including but not limited to the Local Agency Program Federal-Aid Terms for Professional Services Contracts, attached hereto as Exhibit D.

9.6 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 Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.7 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.

9.8 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.

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

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

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

above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

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

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

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

9.10 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.

9.11 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.

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RESTORATION AND EXPANSION**

9.12 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.

9.13 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.

9.14 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 the Consultant, the Consultant agrees to abide with such statutes.

9.15 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.

9.16 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.

9.17 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.

9.18 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.

9.19 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.

9.20 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.

9.21 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

9.22 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 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.

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

9.24 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.

**PD 16-17.011, BRISTOL PARK AREA OF ELEVEN MILE CREEK STREAM RESTORATION AND EXPANSION**

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

COUNTY:

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

WITNESS:

\_\_\_\_\_  
Witness County Administrator

By: \_\_

\_\_\_\_\_  
Witness

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

CONSULTANT:

\_\_\_\_\_, a \_\_\_\_\_ Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary By: \_\_\_\_\_  
(Name), (Title)

By: \_\_\_\_\_ Date: \_\_Secretary

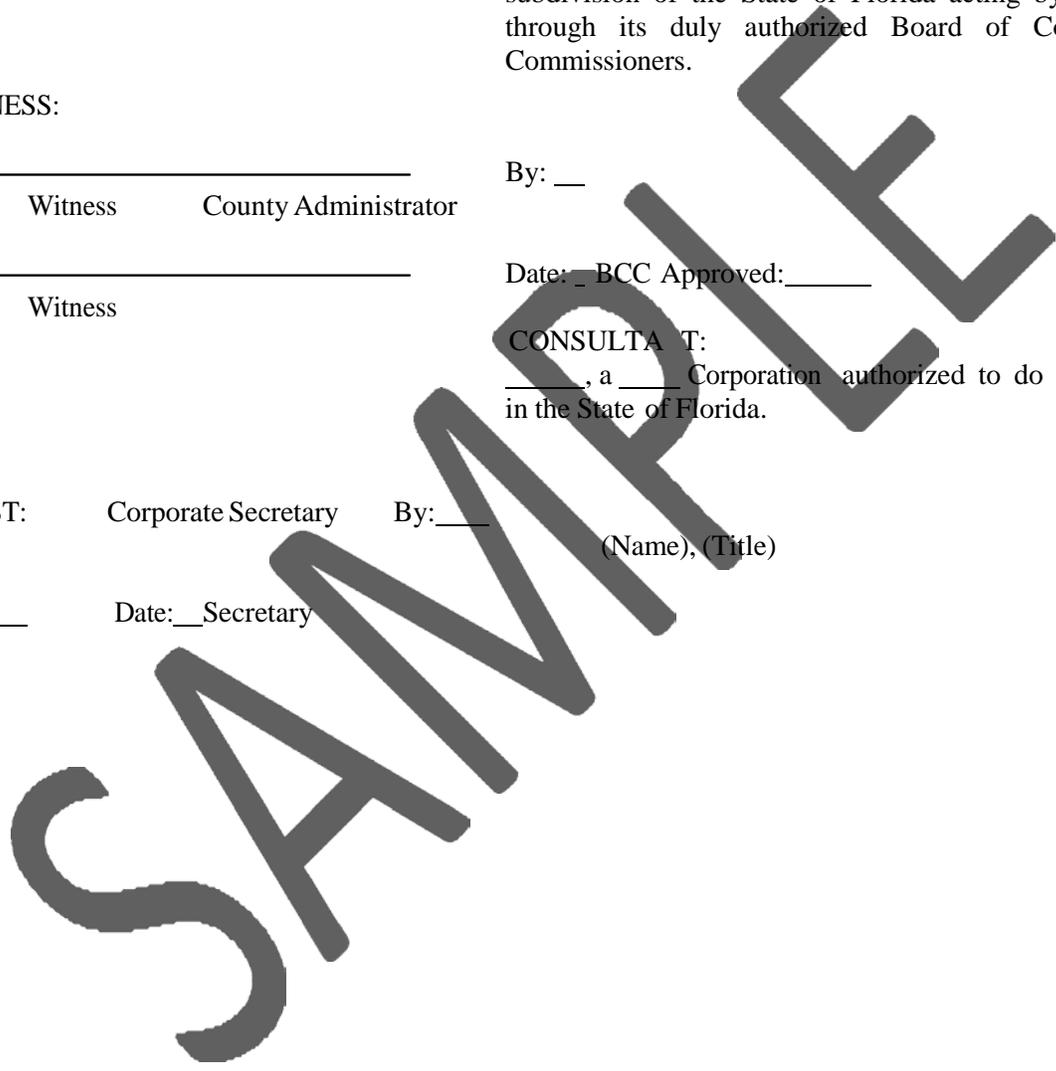


Exhibit A Scope  
of Work

SAMPLE

Exhibit B

Schedule

SAMPLE

Exhibit C Fee  
Schedule

**SAMPLE**