

ESCAMBIA COUNTY FLORIDA

REQUEST FOR LETTERS OF INTEREST

DELANO STREET DRAINAGE AND IMPROVEMENT PROJECT

Solicitation Identification Number PD 16-17.023

**Letters of Interest Will Be Received Until:
11:59 p.m. CST, Tuesday, March 07, 2017**

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

Douglas Underhill, Chairman
Jeff Bergosh, Vice Chairman
Steven Barry
Lumon J. May
Grover Robinson IV

From:
Claudia Simmons
Purchasing Manager

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.

Assistance:

Eddie H. Wehmeier
Purchasing Specialist
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4953
F: 850.595.4805
e-mail: eddie_wehmeier@myescambia.com

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.
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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
DELANO STREET DRAINAGE AND IMPROVEMENT PROJECT
Solicitation Identification Number PD 16-17.023

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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I. INFORMATION PACKAGE

DELANO STREET DRAINAGE AND IMPROVEMENT PROJECT Solicitation Identification Number PD 16-17.023

Scope of Work

The general intent of this project is to:

1. Provide the management of Hazard Mitigation Grant Program (HMGP), Federally Funded Sub-grant Agreement 17HM-H4-01-27-01-314; Federal Emergency Management Agency (FEMA) Project 4177-18-R, awarded to Escambia County to modify existing storm water facilities and infrastructure to increase efficiency and capacity as well as acquire and improve new sites to improve storm water capacity within the Delano Street Drainage Improvement Project area.
2. Provide survey, engineering and environmental design services as necessary to comply with HMGP scope of work.

The 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.

The project is planned in two phases according to the grant; Phase 1 is Design and Phase 2 is Construction. All sites were modeled in conjunction with one another and with the improvements proposed. Proposed new, rehabilitated and expanded pond sites, and associated property acquisition needs include:

1. Delano Street pond, new, and County owned parcels;
2. Herman Pond area (West of Pace Blvd), new, and County owned parcels;
3. Herman Pit (rehabilitation/expansion), partially owned w/property acquisition needs;
4. Fairfield Pond site 1, new with property acquisition needs;
5. Fairfield Pond site 2, new with property acquisition needs;
6. Fairfield Pond site 3 County owned, with easement acquisition needs;
7. L Street Pond (rehabilitation/expansion), County owned with Dept coordination; and
8. Sheriff's Department CBDF pond site, County owned with Dept coordination.

This is a flood mitigation drainage project. The project is located in the X zone per FEMA Flood Insurance Rate Map panel 12033C 0380G dated September 29, 2006. However, hydrologic studies/ reports have indicated that the FEMA map is inconsistent with the storm water basin study models. This area has experienced significant historic flooding, resulting in tremendous loss of function to community-wide services including the Escambia Community Area Transit system, the complete evacuation of the County Jail, and repeated substantial losses to both private business and residents over the years due to flooding.

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Project Location:

As an HMGP project, the project will improve the drainage from John Gray Street to North Palafox Street. Specifically, the project includes three (3) areas: Area 1 is bound by Delano Street and W. Herman Street at the South end; Loretta Street, Clay Street and John Gray Road to the north; by North S Street to the west and N. Pace Blvd. and John Grey St. to the East. Area 2, bound by N. Leonard Street to the West, North H Street to the East and expanding 500 feet to north and south of W. St. Mary Avenue respectively; and Area 3, Bounded by W. Anderson and W. Fairfield Drive to the south end; W. Herman Street to the north; W. Park Place to the west and N. Palafox to the east. Multiple location maps are provided on the County's FTP site listed in the scope.

The scope of work for this project will include two Phases;

The HGMP Grant was approved by BCC on November 17, 2016 for design services referenced as Phase 1 in the grant. Phase 2 construction funding will result in a grant amendment, after Phase 1 design is approved by FEMA. The county will issue a contract for Phase 1. The fees for Phase 2 will be negotiated with a "Not to exceed" value along with the Phase 1 contract award.

Phase I shall include survey, studies, designs, permitting for the project, as well as assistance (boundary surveys and environmental assessments) for negotiations for land acquisition, FDOT permits to cross Pace Boulevard and Fairfield Drive and environmental resource permits for ponds. Phase I consists of; conducting survey, drainage study, engineering, design, public notices, land acquisition and right of way surveying for negotiation, environmental assessment for acquisitions, complete with estimated costs for any identified environmental remediation, and permitting associated with the modification(s) needed to upgrade the drainage area. All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

Phase 2 shall include the actual land acquisition and the construction of the project which consists of modifying the existing stormwater facilities and infrastructure to increase efficiency and capacity, and acquire and improve new sites to add capacity within the construction project area that extends from John Gray on the North to W. Cross Street on the South, North Palafox on the East and S. Street on the West.

The completed project shall provide protection against a 50-year storm event, per grant requirements. However, due to historical flooding in this area, the forecasted 100-year storm event inundation area needs to be identified in the stormwater management plan.

Project Deliverables:

Upon completion of Phase 1, the grant requires the Design and Management Team submit the following documents with sufficient supporting documentation, and provide a summary of all scope of work changes, if any.

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1. Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies;
2. Construction Plans and bid documents;
3. Revised cost estimate for Phase II – construction costs, including Phase I costs for design implementation;
4. Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
5. Copy of Stormwater Pollution Prevention Plan (SWPPP) to be acquired by the contractor; requirement to be referenced on plans and sent upon receipt.
6. Copy of all local, state or federal environmental permits. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions, including Florida Department of Transportation (FDOT) permits.
7. Copy of the U.S. Army Corps of Engineers (USACE) permit or confirmation that no permit is required (NPR) from the USACE Regulatory Division.
8. Copy of the Environmental Resource Permit (ERP) from the Northwest Florida Water Management District (NFWFMD) or confirmation from the NFWFMD that no permit is required.
9. Any other documentation requested by the Division, not limited to Project conditions and requirements referenced in the grant.

Phase I – Approval of the project design is dependent on the submission and approval of the enclosed list of deliverables. The deliverables shall be submitted no later than August 31, 2017, for review and approval by the County for submittal to FEMA by September 30, 2017. FEMA approval is required prior to initiation of Phase II – Construction.

Mitigation Activities consist of survey, studies, designs and permitting for the project as well as negotiations for any necessary easements and land acquisition at the following locations:

1. Property Reference:

- a. 06-2S-30-1002-000-000
- b. 08-2S-30-1000-000-020
- c. 08-2S-30-1000-000-030
- d. 08-2S-30-1000-000-040
- e. 09-2S-30-1100-003-196
- f. 09-2S-30-1100-000-196
- g. 09-2S-30-1100-000-194

All Phase I deliverables are due to the Division no later than August 31, 2017, for submittal to FEMA by September 29, 2017. Justified time extension may be necessary, unless can otherwise be avoided

Project Background/Description:

In the April 2014 flood event, the flooding that ensued destroyed roads and multiple water rescue missions were necessary in the area. In addition, flooding at the Escambia County Jail caused gas to leak and a subsequent explosion, killing two inmates and injuring 150 others. Relocating the jail and creating a stormwater facility in its place will prevent injury and loss of life.

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On June 9, 2012 an unnamed storm produced a precipitation amount equivalent to an FDOT storm event between a 50-year/24-hour (12.48 inches) and a 100-year/24-hour (13.44 inches). The area along Herman Street and L Street experienced flooding as high as two feet above the finished floor elevations. The basement of the Escambia County Sheriff's Department Central Booking and Detention Facility also experienced substantial flooding that overwhelmed the existing basin/pump system. During this event, flooding also took place in extended areas both east and west of L Street as far south as West Cross Street.

On April 29, 2014 another historic rainfall event took place over portions of coastal Alabama and the western Florida Panhandle. Widespread flooding produced a number of sinkholes (some very large and deep), scoured and destroyed several roads within the county, and necessitated a multitude of water rescue missions due to flash flooding. Parts of Interstate 10, as well as many local roads, were closed to traffic and emergency access. These rainfall totals were exacerbated by two predominant rounds of storms, when significant flash flooding occurred over coastal Alabama and the western Florida Panhandle.

Many other previous storm events have resulted in significant impacts to Escambia County and the Delano area including an April 2005 rain event, Hurricane Ivan in 2005, Hurricane George in 1998, and Hurricane Frederick in 1979.

The Delano Street Study (DSS) area is characterized by substantial urban development with a small percentage of pervious area and potential locations for stormwater detention. The study area is more residential/mixed-use in nature while the areas downstream consist primarily of urban development. The shortage of detention storage and outfall capacity is the primary cause of flooding problems in this area.

There are currently three existing regional stormwater management facilities in the study area basin that are downstream of the DSS area. They are the Herman Street Pit, the L Street Pond, and the Long Hollow Pond. In addition, there are several small ponds serving individual developments. These ponds typically discharge into closed drainage systems, which outfall to the regional ponds. Runoff from the northern basin boundary, the DSS area, and Pace Boulevard, is conveyed to Herman Street Pit, which conveys water to the L Street Pond with a 48" pipe. Additionally, a 60" pipe conveys water from Fairfield Drive east of L Street, turns south on L Street, upsizes to 72", and then converges with the 48" pipe from the Herman Pit near the Leonard Street intersection. The combined L Street systems outfall is into the L Street Pond in a 96" pipe. The L Street Pond discharges to a closed drainage system along E street, and outfalls into the Long Hollow Pond. The Long Hollow Pond discharges directly into the Pensacola Bay through a closed drainage system along Alcaniz Street.

The Herman Street Pit and L Street Pond are at the lowest elevations of the upper Pensacola Bay Basin. A contributing area of approximately 290 acres flows to the Herman Street Pit. The Herman Street Pit lacks a sufficient outfall structure, which currently consists of a pipe in headwall using a chain link fence as a type of skimmer for debris control. A contributing area of approximately 350 acres flows to the L Street Pond, including the area to the Herman Street Pit. The L Street Pond's outfall consists of a two stage system utilizing an 18" pipe and a 24" pipe. Additionally, the L Street Pond contains an alum injection system to aid in contaminant removal from stormwater and a cylindrical concrete basin into which the Sherriff's Department Central Booking

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and Detention Facility outfalls. The concrete basin contains a pump system which was designed to control stages in the Sherriff's Department drainage system. The lowest part of this system is located in a topographic bowl, so the pump system is designed to handle the local area flowing to this low elevation and discharges into the L Street Pond. A Hydrologic and Hydraulic analysis was conducted for the 25-yr/24-hr and 100-yr/24-hr storm events for existing conditions and to identify proposed solutions. The results indicate that flood conditions on sections of L Street and Herman Street will likely become exacerbated if no action is taken and multiple areas will continue to be affected, including the Waterfront Rescue Mission area and other properties shown as "Flooding Problem Areas" in the "Existing Condition Stages" document in HDR's 2014 report found on the FTP site. The worst flooding occurs at the intersection of Herman Street and L Street in which the water depth is above 3 ft during a 25-year/24-hour storm event at this intersection. The flooding during the June 9, 2012 storm confirms the results of the analysis.

Approximately 290 acres drain to the Herman Street Pit and 350 acres to the L Street Pond in the upper section of the Pensacola basin. The only outfalls from the L Street Pond are an 18" and 24" pipe, which connect to a 48" pipe along E street and ultimately discharges to the Long Hollow Pond after accumulating more basin flow downstream. The deficiency in both detention storage and outfall capacity has resulted in the flooding of this area and throughout the DSS area.

Grant Mitigation Project Scope of Work:

The sites listed below are collectively known as the Delano Street Drainage Improvement Project. Locations of these sites are indicated on the map located on the FTP site. Construction of the project is planned in phases although necessary work at each site may be initiated and conducted in parallel from a timing perspective. Each site included in the project is listed below with an explanation of the scope of work. Traffic and erosion control will be required at all sites to perform the scope of work as stated.

Project phases include:

- 1) **DESIGN and ACQUISITION:** Property appraisal, offer, and negotiation to retain the property, until FEMA-FDEM design approval is required prior to final acquisition. During Phase 1 the preliminary acquisition activities will take place, requiring the A&E team, to provide boundary surveys, environmental assessment and recommendation for any hazards identified, including cost estimate.
- 2) **CONSTRUCTION:** Clearing, grubbing, excavation and site work will then take place on all sites to prepare for the installation of new pipes; traffic and erosion control will be implemented. Installation of new pipes at each site; may be conducted simultaneously or in stages until completed. Final grading/fill work, sodding, mailbox and driveway replacement, and installation or repair of chain link fencing at each site before final inspections. The A&E firm will provide limited construction inspection assistance and oversight as needed and necessary for as-built certification and plan interpretation. The following are the expected

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design features as submitted in the grant, requiring design, plan submittal, and permitting:

- a. **DELANO POND AND AREA DRAINAGE SYSTEM:** This is a small 0.62 acre County-owned site located on Delano Street. This pond site will provide a location to convey stormwater in an area where little to no conveyance systems are in place. The existing structure will be demolished. Mitigation activities at this site: clearing and grubbing; excavation; sodding; and installation of chain link fence.
- b. **HERMAN POND AND AREA DRAINAGE SYSTEM:** This is a 2.9 acre parcel located on Herman Street northwest of the intersection with Pace Boulevard. The County is in the final stages of the acquisition of the last remaining parcel which comprises the 2.9 acres. Acquisition is scheduled to be complete within one month of the date of this application. This pond will serve the area north of Delano Street which experiences frequent flooding. A portion of the stormwater from the Pace Boulevard drainage system will also be routed through this pond reducing the pressure to the Herman Pit (discussed below) also improving downstream timing. The stormwater from Pace Boulevard will be intercepted at the corner of Pace Boulevard and Clay Street and will be diverted through newly installed piping heading west along Clay Street and turning south into the Herman Pond. The outfall of Herman Pond into the Herman Street Pit will flow through newly installed piping which will head east along Herman Street. New piping will be added along the length of Q Street beginning at Clay Street heading south and ending at Delano Street. Mitigation activities at this site include: clearing and grubbing; excavation; installation of 18", 24", and 36" storm pipe; 10 manholes; 18" and 36" mitered end sections; multiple ditch bottom inlets; and ties to existing infrastructure. In addition, swales and miscellaneous grading and fill, sodding, mailbox relations, concrete driveways and roadway cut and patch will be necessary for project completion. Improvements at this location will require work in Florida Department of Transportation (FDOT) right-of-way on Pace Boulevard. Chain link fencing will also be installed for safety and security purposes at the Herman Pond site.
- c. **EXISTING HERMAN PIT IMPROVEMENTS:** The existing Herman Pit is a County-owned site, formerly owned by FDOT and was never designed as a stormwater management facility. Still, several acres of stormwater are routed there. The current pond lacks substantial stormwater capacity for an area its size due to the fact that it is covered in trees, vegetation, and holds water year round. Based on geotechnical investigation performed at the site, the pond currently holds water due to an impermeable layer at the

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pond bottom. Borings near the pond show that seasonal high water table is below the standing water elevation in the pond, confirming that there is a confining layer at the pond bottom. This could be caused by years of vegetative debris, silting, or a layer of poorly draining soil in the pond bottom. Further geotechnical investigation is recommended to determine if gaining additional capacity by deepening the pond is a potential option. Project upgrades to the existing site include clearing and grubbing to the existing pit limits, grading, excavation, and providing a formal outfall structure in order to formalize the pit as a functioning stormwater pond. Additionally, the pond will be expanded on the 2.0 acres located immediately west of the pond, giving the pond a square shape with expansion from the current 4.0 acre footprint to a 6.14 acre footprint while more than doubling the current capacity. Conversion to a pond site, expansion, and improved function is the goal for this site. The Herman Pit outfalls into the L Street system which outfalls to the south into the L Street Pond.

- d. PROPOSED FAIRFIELD POND 1: This is a 1.3 acre site bounded by Fairfield Drive, Texar Drive, and open property to the east. Fairfield Pond 1 would be connected to Fairfield Pond 2 by a 24" equalizer pipe, essentially providing additional capacity to Fairfield Pond 2. The 60" Fairfield Drive system routed to Fairfield Pond 2 and the Palafox System to Fairfield Pond 3 would both flow through Pond 1 upon reaching their design capacity. The pond is proposed to discharge into the E Street System via a 24" outfall pipe with the water entering that system with no increase in outfall capacity diverting runoff that currently passes through the 60" pipe west on Fairfield Drive and turns south on L Street later discharging into the L Street Pond. The Fairfield Pond 1 site is made up of the south end of one parcel. The parcel is divided by Fairfield Drive and the north end of that parcel would be utilized for Fairfield Pond 2. The parcel has undergone phase I & II environmental site assessments. It was determined that the site contains a trace amount of metals, such as lead, and arsenic at specific locations on the parcel. The County plans to fully assess, delineate, and clean up the contaminated soils as required prior to pond construction.
- e. PROPOSED FAIRFIELD POND 2: This is a 7.72 acre site located south and west of the County Animal Shelter along Fairfield Drive and across the street from proposed Fairfield Pond 1. This pond will receive overflow from the proposed Fairfield Pond 3 to be located north of the Animal Shelter. The existing 60" pipe on Fairfield Drive will be cut off and routed to outfall into Fairfield Pond 2, diverting runoff that currently passes

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through the 60" pipe west on Fairfield Drive and turns south on L Street later discharging into the L Street Pond. Fairfield Pond 2 will be connected to Fairfield Pond 1 through a 24" equalizer pipe and ultimately outfall through Fairfield Pond 1 outfall. The Fairfield Pond 2 site is made up of the northern part of the parcel which makes up Pond 1 and three other parcels located west of the Animal Shelter. The portion associated with Fairfield Pond 1 is currently for sale as discussed in the Pond 1 description. The parcels west of the Animal Shelter make up the majority of the site.

- f. **FAIRFIELD POND SITE 3:** This is a 1.7 acre County-owned site is part of the County Animal Shelter site located north of the Animal Shelter facility to Herman Street. This pond will partially intercept flow from the Palafox drainage system which serves Palafox Street north of Herman Street to the basin limits. This flow will be intercepted through newly installed piping beginning at the intersection of Palafox and Herman Street heading southwest and then turning southeast into Fairfield Pond 3. Mitigation activities proposed at this site include: clearing and grubbing; excavation; installation of 30" storm pipe and mitered end sections; sodding; installation of an outfall structure and 2 manholes; and necessary ties to existing infrastructure. Coordination with the FDOT will be necessary to modify stormwater infrastructure under Herman Street requiring roadway cut and patch work. Chain link fencing will be installed around the perimeter of the site for safety and security purposes.
- g. **SHERIFF'S DEPARTMENT CENTRAL BOOKING AND DETENTION FACILITY (CBDF):** This is a 4.7 acre County-owned site at the current location of the CBDF across the street from the existing L Street Pond. This site is currently made up of the County jail facility and surrounding parking areas. The county is completing a study to determine if the site will have a future use associated with the Sheriff's Department. Should the facility be relocated and existing structure(s) demolished a pond site will be developed. Relocation and demolition activities are not part of this application. This pond will be connected to the L Street Pond with an equalization pipe. Mitigation activities proposed at this site include: clearing and grubbing; excavation; installation of 18" and 36" storm pipe; sodding; installation of multiple ditch bottom inlets; one smart box; removal of existing pipe and necessary ties to existing infrastructure.
- h. **L STREET POND IMPROVEMENTS:** This is an existing County-owned pond site located on the southeast corner of Leonard Street and L Street adjacent to the County-owned Englewood Park site. The pond currently receives stormwater flow from all the areas upstream in the study area

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before outfalling into the E Street system. Mitigation activities proposed at this site include: clearing and grubbing; excavation; installation of 24" reinforced concrete pipe; sodding; installation of a manhole; modifications to the outfall; and necessary ties to existing infrastructure. In addition, the L Street pond improvements consist of lowering the Englewood Park football field adjacent to the pond. The existing pond berms will be re-graded to minimum 3H:1V side slopes to add capacity.

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;
- Reimbursement assistance and support;
- FDEM-FEMA coordination as required for grant implementation;
- Pre-audit of invoices and changes submitted by contractors and subcontractors for approved invoices.

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 Delano Basin system. 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:

Reference Material:

All background reference material for this project may be found on the County's FTP site at the following link at: [ftp://ftp.myescambia.com/Delano%20Drainage 4177 HMGP/](ftp://ftp.myescambia.com/Delano%20Drainage%204177%20HMGP/) with user name and password: "escambia" and "escambia"

Project will require permit authorization from the Northwest Florida Water Management District and Florida Department of Transportation.

Approach to Scope of Services:

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: Design

Task 1 Manage Delano Street Drainage Improvement 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.

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Task 2: Develop design plans, and permitting

- A. Primary design elements shall include pond and conveyance design to include new, expansion and rehabilitation, and associated conveyance expansion.
- B. 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. Electronic files submitted shall be based on the horizontal datum Florida North (State Plane) Projection Zone, the Lambert Conformal Conic Projection Type, and the North American Datum of 1983 with a datum tag of 2011 (NAD83 (2011)).
 - 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, electronic files submitted shall be based on the horizontal datum Florida North (State Plane) Projection Zone, the Lambert Conformal Conic Projection Type, and the North American Datum of 1983 with a datum tag of 2011 (NAD83 (2011))
 - e. Professional services to include complete topographic survey, geotechnical, project design and engineering, providing drawings at the 60%, 90% and 100% levels, project coordination meetings with county staff / public as needed; construction details with project specific specifications, utility coordination, permitting and associated fees, coordination of State Historic Preservation Office review, with allowances for an archeological survey report, if required by SHPO, bid documents including cost estimate and routine progress reports.
- C. ICPR Basin modeling shall be based upon existing Hydrologic and Hydraulic (H&H) studies, drainage conveyance systems and outfalls as previously mentioned above; minor additional drainage inventory within the Delano Drainage Area will be necessary.
- D. Obtain all required regulatory permits, including permit fees.
- E. Plan preparation, submittals (survey, 60%, 90%, final), and associated revisions and costs estimates.

PHASE 2: Construction

Task 1 Limited Construction Oversight and Construction Grant Management:

- A. Bid document preparation and bid assistance.

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- B. Limited construction oversight as necessary for plan interpretation during construction and as-built certification to County and regulatory agencies will be included in the design contract for Phase 1.
- C. HMGP Grant management during construction includes, but is not limited to: verifying record keeping is in accordance with the grant requirements, assisting with quarterly and close out report, and verifying tasks and deliverables are correct and stay on schedule.

Schedule of Work

The timeline for the Phase 1 contract is 10 months for grant award, with a deliverable submittal date of August 31, 2017. A&E firm shall prepare schedule based upon expected time line with consideration to practical design schedule (grant time extension may be necessary).

Phased Funding:

Initial Phase 1 funding is available through the HMGP grant. Phase 2 funding will be dependent on FEMA approval of Phase 1. The intent, for consistency and time, is to negotiate and issue a design contract for Phase 1, identify and negotiate expected costs for Phase 2 services with a be not to exceed amount, which would further be refined and negotiated upon successful property acquisition and FEMA approval of Phase 1.

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):

	<u>GSA Code</u>	<u>Description</u>
<u>Primary Disciplines</u>	12	Civil Engineer
	99	Other (Grant Management)
<u>Secondary Disciplines</u>	08	CADD Technician
	15	Construction Inspector
	16	Construction Manager
	23	Environmental Engineer
	29	Geographic Information System Specialist
	30	Geologist
	38	Land Surveyor
	48	Project Manager
	55	Soils Engineer
	<u>GSA Code</u>	<u>Description</u>
<u>Primary Experience</u>	S13	Stormwater Handling and Facilities
<u>Secondary Experience</u>	C14	Conservation and Resource Management
	C15	Construction Management
	C16	Construction Surveying
	C18	Cost Estimating
	E01	Ecological and Archeological Investigations
	L02	Land Surveying
	R11	Rivers; Canals; Waterways; Flood Control
	S10	Surveying; Planning; Mapping; Floodplain Studies
	S11	Sustainable Design
	S13	Stormwater handling and Facilities
	T04	Topographic Surveying and Mapping
	W02	Water Resources; Hydrology; Groundwater

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.

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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.

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.

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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.

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

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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:

<u>Experience with Stormwater/Drainage Modeling and Design, and Permitting:</u>	<u>Points</u> 35
Experience with project specific design, environmental, and permitting requirements shall be considered. Experience with Advanced Interconnected Channel and Pond Routing (ICPR) Program, and any historical experience with similar basin studies. Firm should document previous completion of any related successful projects.	
<u>Experience with the Florida Hazard Mitigation Grant Program (HMGP), and other similar grant programs:</u>	30
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.	
<u>Past Record and Performance, Background Experience, and Technical Expertise of Firm, Sub-consultants, and Individual Team Members:</u>	20
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.	
<u>Ability to Meet Project Specific Schedule and be Readily Accessible:</u>	10
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.	
<u>Recent and Current Workload:</u>	5
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.	

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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.

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	Monday, February 06, 2017
Letters of Interest due date	11:59 p.m. CST, Tuesday, March 07, 2017
Short-Listing Meeting	3:30 p.m., CST, Tuesday, March 14, 2017
Discussions, Ranking Meeting	1:00 p.m., CST, Monday, March 27, 2017
Written Scope due to Committee for Review	Monday, April 10, 2017
Fee Proposal due to Committee for Review	Monday, April 10, 2017
1 st Negotiations with First Ranked Firms	3:00 p.m., CST, Wednesday, April 12, 2017
2 nd Negotiations with First Ranked Firms	If Required, 3:00 p.m., CST, Friday, April 14, 2017
Board of County Commissioners approval	Thursday, May 04, 2017

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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, April 07, 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

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

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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.
- 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.

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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.

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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**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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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"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : _____ _____ _____ Congressional District, <i>if known</i> : 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, <i>if known</i> : _____	
6. Federal Department/Agency: _____ _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____ _____ _____	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____ _____	
11. 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): _____	
Federal Use Only:		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 full name, 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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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.

(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.

- (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 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.

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 requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

9.22 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 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.

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