

ESCAMBIA COUNTY FLORIDA
REQUEST FOR LETTERS OF INTEREST

Design & Engineering Services for
Hollice T. Williams Stormwater Park
Solicitation Identification Number PD 19-20.013

**A Non-Mandatory Pre-Solicitation Conference Will be Held at 2/5/2020 at 10:AM CDT.
Letters of Interest Will Be Received Until: 2/27/2020 at 3 P.M.**

Office of Purchasing, Room 11.101
Matt Langley Bell III Building
213 Palafox Place, Pensacola, FL 32502

Attention: Paul R. Nobles, Purchasing Manager

Board of County Commissioners

Steven Barry, Chairman
Robert Bender, Vice Chairman
Jeff Bergosh
Douglas B. Underhill
Lumon J. May

From: Paul R. Nobles, 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:

Lawrence A. Gordon Purchasing Specialist
Office of Purchasing, Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.301
Pensacola, FL 32502
850-595-4987 Email: Lagordon@myescambia.com

NOTICE

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| <p>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.</p> |
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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.

**Escambia County Florida Request for Letters of Interest
Proposer's Checklist
Design & Engineering Services for
Hollice T. Williams Stormwater Park
Solicitation Identification Number PD 19-20.013**

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 Government Forms. 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://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

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

Design & Engineering Services for Hollice T. Williams Stormwater Park Solicitation Identification Number PD 19-20.013

1. PURPOSE

Escambia County and the City of Pensacola request Letters of Interest from qualified firms for design and engineering services for the Hollice T. Williams Stormwater Park. Funding for design and permitting has been secured through the Escambia County RESTORE Direct Component allocation (Pot 1). Design should address the following Project Objectives:

- **Water Quality:** Identify Hollice T. Williams specific issues related to water quantity (including aging or inadequate stormwater infrastructure, flooding) and quality (including point and non-point source pollution such as excess nutrients, metals, pathogens, trash, and sedimentation), and determine appropriate corrective actions necessary to address root cause of issues identified.
- **Stormwater Attenuation:** Develop design methodologies to improve stormwater storage and controlled release of excess stormwater during peak storm events to reduce flooding.
- **Recreational Opportunities:** Identify and characterize existing recreation utilization and develop strategies to expand existing or construct new recreation opportunities based upon components identified in the 2010 Hollice T. Williams Greenway Framework Plan and community input sessions.
- **Community Resiliency:** Identify and characterize Hollice T. Williams area vulnerabilities (including flooding, hurricanes, future development). Actions should improve stormwater park area resiliency by balancing natural and built environments.
- **Public Art, Early Learning, Urban Nature-scape and Cultural Heritage:** Incorporate public art, early learning elements, urban nature-scape and cultural heritage of the neighborhood displaced by the interstate overpass into the overall park design including public amenities, hardscape, landscape, and lighting based upon the 2010 Hollice T. Williams Greenway Framework Plan and community input sessions. Identify opportunities for and incorporate iconic public art installations.
- **Urban Revitalization and Connectivity:** Create an iconic asset for Pensacola and a signature civic space. Regenerate the I-110 interstate underpass area as a primary gateway which provides safe and enjoyable pedestrian and bicyclist paths and linkages to Downtown Pensacola and the waterfront. Incorporate the Framework Plan's three (3) identified integral sections – reflection, connectivity and integration.

2. GENERAL INFORMATION

The Hollice T. Williams Stormwater Park project is a joint project between the City of Pensacola and Escambia County. The solicitation process will adhere to Escambia County's Purchasing Policies and Procedures. Design and construction of the project will adhere to the City of Pensacola's design standards, specifications, and land development code and will integrate elements of the 2010 Hollice T. Williams Greenway Framework Plan, community input sessions,

and community redevelopment plans to the maximum extent feasible. Links to referenced documents are shown below.

- Hollice T. Williams Framework Plan – <https://www.cityofpensacola.com/DocumentCenter/View/166/Hollice-T-Williams-Greenway-Framework-Plan-PDF?bidId>
- CRA Urban Design Overlay District (Land Development Code Section 12-2-25) - <https://www.cityofpensacola.com/DocumentCenter/View/17664/Proposed-Ordinance-No-10-19-As-Amended-053019>

In April 2014, a historic storm event caused significant flooding throughout Escambia County and the City of Pensacola demonstrating the vulnerability of the existing stormwater infrastructure. The Stormwater Advisory Team (SWAT) was established by the Board of County Commissioners following the flood to identify conditions associated with the event, and to develop recommendations for local stormwater policy and infrastructure improvements. Final SWAT reports are available at the following link: <https://myescambia.com/programs/swat>.

A culmination of increased rain events in both frequency and magnitude, as well as an increase in development and impervious surface, has led to a surge in stormwater in the project area. The existing drainage system is insufficient to meet the needs of surrounding properties which have been impacted by flooding. This project is intended to reduce the load on the existing drainage system for the Long Hollow basin and to help reduce flooding to nearby residences and commercial structures. Additional historical information can be found in the following Basin Studies:

1. Long Hollow Stormwater Basin Evaluation June 2004
2. Pensacola Bay Basin Study November 2007

This project shall consist of stormwater treatment facilities that assist in area flooding abatement and provide additional treatment for the surrounding diverse neighborhoods. The stormwater park will create a beautiful attraction that can foster economic development. The project will help to reduce non-point sources of pollution by creating stormwater treatment facilities that will provide treatment and attenuation of stormwater runoff from Interstate 110 that currently does not take place.

The Hollice T. Williams Stormwater Park Project will seek to maximize pollutant removal efficiencies of new stormwater treatment facilities. Runoff for the southern elevated section of the interstate is currently conveyed to Pensacola Bay untreated through a conveyance system of structural inlets and underground piping with no opportunity for flood attenuation and treatment. The combined phases of this project will provide approx. 10 acre-ft of treatment volume for runoff and provide assistance in detention and attenuation for storm events up to the 100 year/24 hour event, thereby providing direct environmental and economic benefit to the receiving areas downstream of the project site.

Innovative design strategies including incorporation of low impact design, underground stormwater facilities, etc. should be considered especially if such strategies lead to an increased ability to address the project objectives.

The Hollice T. Williams Stormwater Park Project will transform the underutilized 1-110 underpass into an innovative and iconic urban green space rooted in stormwater management, urban nature-scape, early education, cultural heritage and public art. The park will consist of recreational opportunities such as youth sport fields, a multi-purpose amphitheater and skatepark, fitness trails, playgrounds, picnic areas, etc. The park will also improve pedestrian and bicycle connectivity to Downtown Pensacola and the waterfront, and integrate and leverage existing features including the Hunter Municipal Pool, and the existing community garden. Cascades Park in Tallahassee and Corinne Jones Park and Admiral Mason Park in the City of Pensacola are examples of stormwater parks that contain stormwater facilities, recreational opportunities, community resiliency, etc. Links to these parks are shown below:

- <https://cascadesproject.com/>
- <https://www.cityofpensacola.com/Facilities/Facility/Details/Corinne-Jones-Park-31>
- <https://www.cityofpensacola.com/facilities/facility/details/admiralmasonpark-4>

Examples of transformative highway underpass and elevated rail re-use projects are as follows:

- **New York City's Highline Park:**
 - https://www.designboom.com/weblog/images/images_2/erica/942/hl13.jpg
 - https://www.designboom.com/weblog/images/images_2/erica/942/hl09.jpg
- **Underpass Park, Toronto, Canada:**
 - <http://www.explorewaterfrontoronto.ca/project/underpass-park/>
- **Sabine Promenade, Houston TX:**
 - <https://buffalobayou.org/visit/destination/sabine-promenade/>
- **The Underline, Miami FL:**
 - <https://www.theunderline.org/>
- **Underpass Art Parks, Washington DC:**
 - <https://www.nomaparks.org/underpass-art-parks/>

Skatepark

The Project shall also include design of a world-class skatepark and amphitheater near the southern terminus of the project (Jackson Street and La Rua Street). Upward Intuition, a local non-profit organization, has developed a preliminary design concept for this component which should be used as guidance in preparation of the final design. Questions pertaining to the conceptual skatepark design may be addressed to Jon Shell at jon@upwardintuition.org. Skatepark design should be compatible with the entire Hollice T. Williams Stormwater Park project.

Conceptual plans have been provided as a reference.(Exhibit 9 attached)

Project Location

The project area is bordered by Maxwell Street to the north, Wright Street to the south, Hayne Street to the east, and Hayne Street/Tarragona Street to the west, and connections thereto.

3. GRANT REQUIREMENTS

The 2010 Deepwater Horizon oil spill led to passage of the RESTORE Act in 2012. The Act dedicates 80 percent of all Clean Water Act penalties related to the spill to the Gulf Coast Restoration Trust Fund. The Escambia County Board of County Commissioners selected the Hollice T. Williams Stormwater Park as one of ten initial projects to fund with Escambia County's RESTORE Direct Component allocation. Design and engineering services for the Hollice T. Williams Stormwater Park shall be consistent with the purpose described in the Notice of Award. The plan shall be compliant with the RESTORE Act and all applicable rules and laws. For more information on Escambia County's Direct Component projects please visit <https://myescambia.com/our-services/natural-resources-management/restore/multi-year-implementation-plan>.

4. SCOPE OF SERVICES

The Hollice T. Williams Stormwater Park project is a planning assistance activity which will plan and design dual-use stormwater ponds and recreational-use basins under the Interstate 110 corridor. The selected firm will meet with the City of Pensacola and Escambia County to coordinate the design and ensure all infrastructure designed will benefit the environment or the economy such as ball fields, skatepark, urban nature-scape, public art, early learning, cultural heritage elements, and stormwater retention, collection, and/or treatment features. Project phasing is an acceptable approach to project implementation, if deemed necessary.

Primary Goals:

1. **Water Quality** - The park's number one priority is to collect and treat stormwater to reduce coastal flooding and improve the water quality of Pensacola Bay. Stormwater currently discharges to Pensacola Bay untreated, resulting in water quality impairments.
2. **Stormwater Attenuation** - During severe rain events, the basin surrounding Hollice T. Williams Park floods. The project will aid the City of Pensacola in collecting, treating, and routing 1.3 miles of stormwater that runs off elevated lengths of Interstate 110 near its southern terminus, providing relief to diverse historical neighborhoods in flood prone areas near Hollice T. Williams Park.
3. **Recreational Opportunities** – The stormwater park should provide for multi-use recreational basins, including youth sports fields and a skatepark, which are effective tools in managing and treating large run-off volumes generated during storm events while maximizing the use of public lands. The 2010 Hollice T. Williams Framework Plan will serve as a guide for incorporation of recreational elements.
4. **Skatepark** – The skatepark is envisioned as an expertly crafted, world class facility fit to accommodate international competition. It will also serve as a multipurpose community space geared for youth who are not involved in traditional team sports. The skatepark will be designed to integrate into the existing community gardens area and be enhanced with integrated amphitheater, greenspace, edible landscaping and a walking path. A demonstrated expertise in skatepark design is critical to the project team.

5. **Public Art, Early Learning, Urban Nature-scape and Cultural Heritage** – The stormwater park should include elements of public art, early learning, urban nature-scape and cultural heritage woven into its overall framework based on elements identified in the 2010 Hollice T. Williams Greenway Framework Plan. It is important that the history of the community that was replaced by the highway overpass be commemorated and documented through the park design.
6. **Urban Revitalization and Connectivity** – The stormwater park should revitalize the under-utilized area beneath the 1-110 overpass, and the surrounding corridors and transform it into an active, unique, and culturally diverse urban center with activity options for all ages. The park should provide a linkage for pedestrian and bicycle connectivity to Downtown Pensacola and the waterfront through a linear greenway system. The greenway should be infused with art, nature-scape, cultural heritage, and educational opportunities for maximum impact.
7. **Community Garden Future Expansion**- The project plan must contemplate future further development of the Community Gardens area.

Desired Goals:

1. **Public Stakeholder Meetings** - Community engagement, with focus on the community displaced by the highway, should be emphasized. Early input from impacted community stakeholders is important as public stakeholder meetings will play an integral role to the project. Stakeholders include but are not limited to property owners, neighborhood groups, businesses, and state and local agencies. These meetings will be held through the duration of the project. The selected firm will lead two public meetings. It is expected that a meeting will be held at conceptual design and one other time. Escambia County staff will hold additional meetings as needed.
2. **Design** – To include activities such as 30% design development, 30% design review, 30% utility coordination, 60% design development, 60% design review, 60% utility coordination, 60% in hand walk through, 100% design development, 100% design review, 100% utility coordination and associated documents. A final design package will include packaging the final design plans for bidding, permitting approval and associated work to have a shovel ready project for the Hollice T Williams Stormwater Park.
3. **Permitting** - To include activities such as prepare permit submittals (NFWFMD, City), agency negotiation and coordination, prepare and submit FEMA “No Rise” Certification, and permit application fees.

5. ASSOCIATED WORK

To achieve the above goals, professional services may include but not be limited to the following: Perform subsurface utility exploration; topographical survey; environmental assessments; legal description(s) for easement(s)/acquisition(s) if needed; surveys; geotechnical survey; project design and engineering (30%, 60%, 100% plans); project coordination meetings with “city/county” staff and stakeholders; construction details with project specific specifications; FEMA authorizations; utility coordination including plan-in-hand walkthroughs; wetland delineation, environmental permitting and associated fees; coordination of State Historic Preservation Office review allowances shall include archeological survey report if required by SHPO; routine progress reports; and monthly detailed schedule updates.

Optional services may include but not be limited to limited construction support; As-Built Certification; bid package preparation including cost estimates, limited bid assistance, and associated bid tasks.

The selected firm shall include but not be limited to the following:

Data collection & review:

- The selected firm will comply with all County, City, State, and grant requirements.
- Coordinate with City of Pensacola and Escambia County Surveyor and staff for the collection of surveying data, basin studies, maps, and any other City of Pensacola and Escambia County records needed for the project.
- Coordinate with City of Pensacola and Escambia County staff on the drainage plans, Drainage Improvement Projects that may connect to this project.
- Meet with City of Pensacola and County staff for input on maintenance and historical complaints.
- Surveying services necessary for the design of the project shall be created based on but not limited to the following:
 - Five certified copies of a Topographical Surveys that meets the current Florida Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers.
 - Minimum of two Benchmarks referenced to NAVD 1988 Datum. Maximum distance between Benchmarks shall not exceed 1000 feet.
 - Cross-section data intervals shall not exceed 100 feet. Where possible, topographical data shall exceed the right-of-way width by a minimum of 5 feet to ensure complete DTM coverage of right-of-way.
 - 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 State Plane Coordinates, NAD 83/90, and North Florida Zone.

Plan Preparation and Permitting:

- Delineate basin areas that convey to the Hollice T. Williams project area. Develop reports on expected environmental improvements that stormwater facilities will achieve.
- Attend public meetings as needed with residents and stakeholders to receive input regarding flooding, recreational opportunities, historically and culturally significant information, etc. Prepare agendas, presentations, and post meeting notes for meetings.
- Perform subsurface utility exploration (as needed), topographic survey, geotechnical survey, environmental assessments, etc. needed for design.
- Provide 30%, 60%, 100% and final plans for each project phase with associated cost estimates.
- Design shall be in accordance with all City of Pensacola Land Development Code requirements and designed to be constructed in accordance with the City of Pensacola Standards and Specifications. Design shall integrate elements of neighborhood history and culture, the 2010 Hollice T. Williams Greenway Framework Plan, and the City's adopted community redevelopment plans.

- Provide for all required regulatory permitting, including permit fee allowances and attend preapplication meetings with regulatory agencies.
- Plans should be reproducible to 40 scale 11"x17" and 20 scale 24" X 36" sheets size plans.
- Utility Coordination and Plans-in-hand walk through with Utility companies at all phase submittals shall be performed.
- Submit costs estimates for all design phases.

Bidding Estimates (Optional Service):

- Prepare all bid documents through bidding process.
- Attend bid meetings as needed with County staff.
- Respond to all Requests for Information and issue any necessary addendums.
- Tabulate bids.

6. PROJECT APPROACH

Firm should demonstrate with RLI submittal a conceptual approach for designing the Hollice T. Williams Stormwater Park. The conceptual approach should consider the following factors:

1. Provide flowchart showing project approach;
2. Approach to Project Phasing;
3. Strategy for addressing Project Goals and Objectives;
4. Approach to completing the scope of services including data collection, modeling, design, and permitting.
5. Demonstration of innovative methods for soliciting, assessing, and using community input, comments, and suggestions during project development and for working with diverse stakeholders to achieve Plan Objectives.
6. Demonstration of successfully implemented dual-use stormwater parks.

Funding Availability:

Funding is available in Fund 118, Gulf Coast Restoration Fund, Cost Center 222021.
Funding estimate for design and engineering services: \$750,000

Project Timeline:

Project should be substantially completed by January 2021.

Anticipated Disciplines (Function Codes SF 330):

| | <u>GSA Code</u> | <u>Description</u> |
|-------------------------------------|------------------------|---------------------------|
| <u>Primary Disciplines</u> | 12 | Civil Engineer |
| | 47 | Planner: Urban/Regional |
| | 99 | Skate Park Planning |
| <u>Secondary Disciplines</u> | 18 | Cost Engineer/Estimator |
| | 23 | Environmental Engineer |
| | 24 | Environmental Scientist |
| | 34 | Hydrologist |
| | 39 | Landscape Architect |
| | 48 | Project Manager |

| | <u>GSA Code</u> | <u>Description</u> |
|------------------------------------|------------------------|---|
| <u>Primary Experience</u> | P05 | Planning (Community, Regional, Areawide, and State) |
| | P06 | Planning (Site, Installation, and Project) |
| | R04 | Recreational Planning (specifically Skate Park Design) |
| <u>Secondary Experience</u> | C18 | Cost Estimating |
| | E01 | Ecological & Archeological Investigations |
| | E11 | Environmental Planning |
| | L03 | Landscape Architecture |
| | S10 | Surveying; Platting; Mapping; Floodplain Studies |
| | W02 | Water Resources; Hydrology; Ground Water |
| | S13 | Stormwater Handling & Facilities |
| | U02 | Urban Renewals; Community Development |

3. 40

4. Ability to Meet Project Specific Schedule and be Readily Accessible: Project schedule is determined by the terms and conditions of the grant agreement. Firm should demonstrate their understanding and need for flexibility to meet the project and grant schedule. Project team members should be readily accessible to avoid unnecessary delays in the project schedule. Firm should demonstrate how their team will be readily accessible and be able to quickly respond to the County and City. 5

Award(s) resulting from this solicitation shall be subject to 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.

II. INSTRUCTIONS TO SUBMITTERS

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

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

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

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

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

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

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

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

B. **CONDUCT OF PARTICIPANTS**

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

Definitions

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

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

Sanctions

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

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

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

C. IDENTIFICATION OF SUBCONSULTANTS/CHANGES AFTER THE FACT

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

D. FLORIDA EXECUTIVE ORDER 11-116 COMPLIANCE

III. FIRMS' EVALUATIONS AND SELECTION

Escambia County shall follow the procedures outlined in the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes. The Selection committee shall consider the following factors:

- | | <u>Points</u> |
|--|---------------|
| 1. <u>Project Approach:</u> Firm should demonstrate a clear understanding of the project goals and objectives, site history, and significance of the project to the surrounding community. Project is funded by the RESTORE Act Direct Component (Pot 1). Project goals are controlled by terms and conditions of the grant agreement. Ability to meet project specific goals should be considered. Firm should address with their submission a thorough response to the items requested in Section 6 of this SOW. | 35 |
| 2. <u>Past Record and Performance of the Team:</u> Firm should document past record and performance of the project team working together on similar scale dual-use stormwater park projects which incorporate urban design, adaptive re-use (specifically re-use of transportation infrastructure corridors), nature-scape, recreation, cultural heritage and public art elements. Firm should document successfully implemented similar scale projects. Consultant evaluations should be positive. Any previous negative consultant evaluations should result in significantly lower scores. A previous working relationship with Escambia County and City of Pensacola should not be considered a prerequisite for selection. A positive record of performance should be demonstrated within the firm's submittal. | 20 |
| 3. <u>Experience and Technical Expertise of Team and Individual Team Members with Stormwater Park Engineering and Design, Stormwater Treatment, and Environmental Permitting, Skatepark Engineering and Design, Landscape Architecture including urban nature-scape design, and Urban Design with key specialization in public art planning and design incorporating cultural heritage:</u> Experience with stormwater park engineering and design, stormwater treatment, and permitting requirements, skatepark design, landscape architecture, and urban design, including cultural heritage, public art and nature-scape design and transportation infrastructure adaptive re-use projects should be considered. Experience successfully designing and permitting similar scale dual-use stormwater parks, skateparks, and public spaces with integrated public art, cultural heritage, urban nature-scape and recreational elements should be a key consideration. Firm should document previous completion of any successful similar scale projects. | 40 |

Qualifications of the firm and individual team members who will be working on this project 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. Firm should document technical expertise of the team, individual team members working on this project, and the amount of time that each team member will contribute. Only team members who will have considerable involvement in this project should be considered for their experience and technical expertise. An estimate of the number of hours that each proposed team member

will contribute toward this project should be provided. Firm should document their experience and technical expertise for the subtasks found in Sections 4 and 5 of this SOW.

4. **Ability to Meet Project Specific Schedule and be Readily Accessible:** Project schedule is determined by the terms and conditions of the grant agreement. Firm should demonstrate their understanding and need for flexibility to meet the project and grant schedule. Project team members should be readily accessible to avoid unnecessary delays in the project schedule. Firm should demonstrate how their team will be readily accessible and be able to quickly respond to the County and City. 5

Award(s) resulting from this solicitation shall be subject to 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 | 1/24/2020 |
| Letters of Interest due date | 2/27/2020 |
| Short-Listing Meeting | 3/10/2020 |
| Discussions, Ranking Meeting | 3/24/2020 |
| Written Scope due to Committee for Review | 4/10/2020 |
| 1 st Negotiations with First Ranked Firm - Scope | 4/17/2020 |
| 2 nd Negotiations with First Ranked Firm | 4/23/2020 |
| Fee Proposal due to Committee for Review | 4/27/2020 |
| Board of County Commissioners approval | 5/16/2020 |

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 **3/27/2020**.

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. PROFESSIONAL SERVICES REVENUES INVOICED AND PAID BY FIRM
FOR LAST 3 YEARS

11. a. Escambia County Florida Board of County Commissioners

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

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

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

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

3. Letter of Interest (PDF format)

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

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

- 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.

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: _____

**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

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

**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.
 - 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 THROUGH 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 and 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)

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

**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)

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

Verified by: _____ Date: _____

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR AGREEMENT BETWEEN

ESCAMBIA COUNTY AND

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

(Revised June 2016)

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SAMPLE

AGREEMENT

THIS AGREEMENT is made and entered into this ____th day of ___, 201__, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and ___, a for-profit corporation authorized to transact business in the State of Florida, whose address is ___, (City), (State) (Zip), and whose Federal tax identification number is XX-XXXXXXX (hereinafter referred to as the "Consultant").

ARTICLE I DEFINITIONS AND IDENTIFICATIONS

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

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

1.2 **CONSULTANT:** _____ is the Consultant selected to perform _____ professional services pursuant to this Agreement.

1.3 **CONTRACT ADMINISTRATOR:** Whenever the term "Contract Administrator" is used herein, it is intended to mean (Name), (Title), (Department). In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

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

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

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

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

1.8 **PROJECT:** It is the intent of this Agreement that the Consultant provide to the County certain _____ professional services for _____.

ARTICLE 2 PREAMBLE

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

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) XX-XX in the amount of _____ (\$ _____) for this Project.

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

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

ARTICLE 3 SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD XX-XX.XXX, _____, and as represented in the Consultant's Letter of Interest response to PD XX-XX.XXX, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

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

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

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

(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 to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

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

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

Pensacola, Florida

County Administrator
P.O. Box 1591
Pensacola, Florida 32591-1591

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 Paul Nobles, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32591-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.10 REPRESENTATIVE OF COUNTY AND CONSULTANT:

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

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

9.11 ALL PRIOR AGREEMENTS SUPERSEDED:

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

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

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 e 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.

WITNES
S:

_____ Witness _____ County Administrator

By: _____

Witnes
s

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