

Pensacola-Escambia Promotion and Development Commission

Consulting Services for “The Bluffs” Project Manager / Owner’s Representative (2021-2022)

Scope of Services

Background and Objectives

The Fiscal Year 2021-22 Specific Appropriation 1915A of Ch. 2021-36, L.O.F., Local Transportation Project, (CSFA 55.039) provides the PEDC with an appropriation of \$2,500,000.00 The purpose of this Agreement is to provide for the Department’s participation in the Bluffs Entrance/Transportation Upgrades.

The Bluffs is a 6,800 Acre master-planned industrial park located on property owned by four stakeholders: Emerald Coast Utilities Authority, ASCEND Performance Materials, Gulf Power Company and the University of West Florida. The Phases of work programed thus far include transportation corridors south of Becks Lake Road and utility connections to support industrial development for The Bluffs. Phase 1 included an industrial road from Becks Lake Road southeasterly to Spanish Mill Creek. Phase 2 included extension of the industrial road southeasterly across Spanish Mill Creek, terminating at Old Chemstrand Road. Phase 3 included an industrial road at Becks Lake Road. The work proposed herein is to construct access to the Bluffs Industrial Corridor, including transportation upgrades for multileg intersection of Chemstrand Road, Old Chemstrand Road, ECUA and Ascend Entrances. This work will be broken down into two parts.

The PEDC desires to retain the services of Cindy Anderson, PE ("Project Manager") to assist the PEDC in the administration and execution of various elements specifically PART A, as detailed herein.

PART A - Scope of Services (Design and Permitting of an Industrial Roundabout) The work associated with this Phase includes engineering design necessary to develop construction documents for improvements at the intersection of New Chemstrand Road and Old Chemstrand Road in Escambia County, FL. The intersection improvements will include, but may not be limited to, Industrial Roundabout Design, Re-alignments as required for efficient connection of existing and future roadways, increase in capacity, improved safety, improved traffic circulation and providing pedestrian and bicycle access. The associated activities will include concept designs, public involvement, topographical survey, roadway design, stormwater management, signal and/or signage design, geotechnical services, environmental services, right-of-way assessment and right-of-way acquisition, utility coordination, permitting and other services necessary to complete the design for the intersection improvements

Work Scope Deliverables

Deliverable 1: Maintain Communications with PEDC Representative and All Relevant Project Partners in relation to FDOT Financial Project Number 439451-1-54-01

The Project Manager shall attend all relevant meetings with project partners (engineer, contractor, subcontractors, property owners, et al) to represent PEDC interests in The Bluffs. The Project Manager shall also meet with contractors and subcontractors as necessary and reasonable to ensure that deadlines are being met.

Deliverable 2: Review and Approve Invoices & Submittals in relation to FDOT Financial Project Number 439451-1-54-01

The Project Manager will review and sign off on all invoices and submittals from the Bluffs Consultant to the PEDC. The Project Manager shall not be required to sign and seal any documents as a professional engineer.

Deliverable 3: Research & Additional Services in relation to FDOT Financial Project Number 439451-1-54-01

The Project Manager will aid, where necessary, in the acquisition of data and communications for the development of The Bluffs, as directed by the PEDC.

Term

Unless terminated earlier as provided herein, the term of this contract for consulting services shall last through the project deadline of PART A, which is anticipated to be approximately 12 months from project contract execution. The Project Manager will also assist, as needed, in extending the project deadline, if needed. Any additional or more detailed services, if required, will be authorized by mutual written agreement between the Project Manager and the PEDC or its authorized representative.

Deliverables and Schedule

The activities under this assignment include Deliverables 1, 2, and 3 listed above will be effective as of _____ 2021. The services of the Project Manager contemplated herein are expected to require approximately 6 hours per month. In the event the Project Manager determines that additional time is required, the schedule can be adjusted by mutual written agreement between Project Manager and the PEDC or its authorized representative.

Compensation

The Project Manager shall keep a detailed timesheet, separately listing any out-of-pocket expenditures which are sought to be reimbursed. The Project Manager will not charge PEDC any expense for travel within Northwest Florida. PEDC shall pay Project Manager on an hourly basis at the rate of **\$90** per hour. Unless the PEDC and Project Manager shall agree in writing in advance that the services and effort shall exceed the expectations set out herein, the amount paid to Project Manager under this contract shall not exceed **\$6,000**, to include reimbursement for approved out-of-pocket expenditures. Project Manager shall remit such detailed timesheets to the PEDC on or before the fifth (5th) day of each month for the preceding months' time and expenditures. PEDC shall pose any questions to Project Manager about the timely filed detailed timesheets within fourteen (14) days of receipt thereof; and shall pay Project Manager for all approved amounts within forty (40) days of such receipt of the timesheets. The Project Manager is an independent contractor, and she shall handle all tax payments and withholdings personally.

Termination

This Agreement may be terminated by either the PEDC or the Project Manager upon seven (7) days written notice to the other party. Such notice shall be delivered in person, by email with confirmed receipt, or by FedEx

(or similar commercial delivery service) with a signed receipt.

Miscellaneous

FUNDING REQUIREMENTS: Project Manager may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

LEGAL REQUIREMENTS:

(a) This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this Agreement shall be brought in the appropriate court in Escambia County, Florida, applying Florida law.

(b) If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.

(c) The Project Manager shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Project Manager in conjunction with this Agreement. Failure by the Project Manager to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by FDOT.

(d) The Project Manager shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof.

(e) The Project Manager and FDOT agree that the Project Manager, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of FDOT as a result of this Agreement.

PUBLIC ENTITY CRIME: Pursuant to section 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a consultant, supplier, subcontractor or consultant under an agreement with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

NON-RESPONSIBLE CONTRACTORS: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by FDOT to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the PEDC.

UNAUTHORIZED ALIENS: PEDC will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

NON-DISCRIMINATION: The Project Manager will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Project Manager shall provide a harassment-free

workplace, with any allegation of harassment given priority attention and action by management. The Project Manager shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

The Project Manager affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The Project Manager further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

ATTORNEY FEES: Unless authorized by law and agreed to in writing by FDOT, this Agreement will not be liable to pay attorney fees, interest, or cost of collection.

TRAVEL: There shall be no reimbursement for travel expenses under this Agreement unless outside of two county area and specifically requested by the owner

PRESERVATION OF REMEDIES: No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

AUDIT AND MONITORING REQUIREMENTS:

By entering into this Agreement, the Project Manager agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by PEDC or FDOT. The Project Manger further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT, the Department of Financial Services (DFS) or the Auditor General.

Representatives of FDOT, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Project Manager's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

Project Manager shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by FDOT under this Agreement.

Project Manager will provide a financial and compliance audit to FDOT, if applicable, and ensure that all related party transactions are disclosed to the auditor.

Project Manager shall retain all Project Manager records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 3, Audit Requirements. Project Manager shall cooperate with FDOT to facilitate the duplication and transfer of such records or documents upon request of FDOT.

Project Manager shall transfer, at no cost to FDOT, all public records upon completion or termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All electronic records shall be provided to FDOT in a FDOT-compatible format.

LOBBYING: Funds may not be used for the purpose of lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

INDEMNITY AND INSURANCE:

(a) The Project Manager agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor/consultant/subconsultant, its officers, agents or employees."

(b) The Project Manager shall carry or require its contractor/subcontractor/consultant/subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Project Manager must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of FDOT's Standard Specifications for Road and Bridge Construction, as amended.

(c) The Project Manager shall also carry or cause its contractor/subcontractor/consultant/subconsultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

E-VERIFY: The Project Manager shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Project Manager during the term of the contract.

INSPECTOR GENERAL: The Parties agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

NON-ASSIGNMENT: The Project Manager shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of PEDC, which consent will not be unreasonably withheld. Any assignment, sublicense, or transfer occurring without the required written approval will be null and void. PEDC will, at all times, be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Project Manager. In the event that PEDC approves transfer of the Project Managers' obligations, the Project Manager remains responsible for all work performed and all expenses incurred in

connection with this Agreement.

ENTIRE AGREEMENT: This instrument embodies the entire Agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Project Manager and the authorized officer of PEDC or his/her delegate.

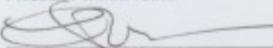
PEDC:


Date: December 14, 2001

Lewis Bear, Jr. Chairman
Pensacola-Escambia Promotion
And Development Commission

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PROJECT MANAGER:


Date: 12/15/21

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