

**STANDARD PROFESSIONAL CONSULTING SERVICES  
CONTRACT DOCUMENTS**

**FOR**

**AGREEMENT BETWEEN  
ESCAMBIA COUNTY**

**AND**

**Jones Edmunds & Associates, Inc.**

**PD 14-15.022, Section 5 Cell 1A Design**

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

**(Revised July 11, 2013)**

## TABLE OF CONTENTS

<b>Agreement Declarations</b>		<b>PAGE</b>
ARTICLE 1	Definitions and Identifications	3
ARTICLE 2	Preamble	4
ARTICLE 3	Scope of Services	4
ARTICLE 4	Time for Performance	5
ARTICLE 5	Compensation and Method of Payment	6
ARTICLE 6	Additional Services and Changes in Scope of Services	7
ARTICLE 7	County's Responsibilities	8
ARTICLE 8	Consultant's Responsibilities	8
ARTICLE 9	General Conditions	9

## AGREEMENT

THIS AGREEMENT is made and entered into this 23th day of April, 2015, 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 Jones Edmunds & Associates, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 730 Northeast Waldo Road, Gainesville, Florida 32641, and whose Federal tax identification number is 59-1533071 (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:** Jones Edmunds & Associates, Inc. is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 **CONTRACT ADMINISTRATOR:** Whenever the term "Contract Administrator" is used herein, it is intended to mean Brent Schneider, Landfill Engineer, Solid Waste Management. 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 PD 14-15.022, Section 5 Cell 1A Design.

## **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) 14-15 in the amount of Four Hundred Sixty Thousand Dollars (\$460,000.00) for this Project and allowing for Negotiations are to be held at a later date for the remainder of the proposed fee for Landfill Development, Bid Assistance & Construction Assistance when the project can be better defined.

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 14-15.022, Section 5 Cell 1A Design, and as represented in the Consultant's Letter of Interest response to PD 14-15.022, 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 \$8,000,000.00.

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

#### **ARTICLE 4**

#### **TIME FOR PERFORMANCE**

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

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

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

#### **ARTICLE 5**

#### **COMPENSATION AND METHOD OF BILLING AND PAYMENT**

5.1 **COMPENSATION:** The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of Four Hundred Sixty Thousand Dollars (\$460,000.00). 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 States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

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

Jones Edmunds & Associates, Inc.  
730 Northeast Waldo Road  
Gainesville, Florida 32641

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

Brent Schneider  
Landfill Engineer  
Solid Waste Management  
13009 Beulah Road  
Cantonment, FL 32533

Jack R. Brown  
County Administrator  
P.O. Box 1591  
Pensacola, Florida 32597-1591

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

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

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

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

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

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

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

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

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

8.1 **QUALITY OF SERVICES:**

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

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions



as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

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

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

## **8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:**

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

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

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

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

### **9.1 OWNERSHIP OF DOCUMENTS:**

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

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

## 9.2 TERMINATION:

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

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

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

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

## 9.3 RECORDS:

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

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. 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).

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

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

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

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

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

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

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

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

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

(c) 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 Claudia Simmons, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

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

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

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

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

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

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

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

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

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

result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

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

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

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

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

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

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

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

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with 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>.

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

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

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: 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 Jones Edmunds & Associates, Inc., signing by and through its Kenneth Vogel, PE, Vice 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.

By: \_\_\_\_\_  
Jack R. Brown, County Administrator

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

BCC Approved: April 23, 2015

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

CONSULTANT:

Jones Edmunds & Associates, Inc., a Florida Corporation authorized to do business in the State of Florida.

By: \_\_\_\_\_  
Kenneth Vogel, PE, Vice President

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

ATTEST: Corporate Secretary

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



**Escambia County  
Department of Solid Waste Management  
Perdido Landfill Section 5 Cell 1A Design  
Solicitation Number PD 14-15.022  
Proposed Scope of Work**

Escambia County | March 2015



**Exhibit "A"**

**Escambia County  
Department of Solid Waste Management  
Perdido Landfill Section 5 Cell 1A  
Proposed Scope of Work**

**Prepared for:**

Escambia County Department of Solid Waste Management  
13009 Beulah Road  
Cantonment, Florida 32533

**Prepared by:**

Jones Edmunds & Associates, Inc.  
730 NE Waldo Road  
Gainesville, Florida 32641

Certificate of Authorization #1841

Project No. 95443-030-15

March 2015

# TABLE OF CONTENTS

<b>1</b>	<b>INTRODUCTION.....</b>	<b>1-1</b>
1.1	Background .....	1-1
1.2	Perdido Landfill Facility Permits .....	1-1
1.3	Section 5 Cell 1A Design Direction .....	1-3
1.4	Section 5 Cell 1A Design Organization and Scheduling .....	1-4
<b>2</b>	<b>Pre-Design .....</b>	<b>2-1</b>
2.1	Survey .....	2-1
2.2	Dewatering Plan .....	2-1
2.3	Design Analysis .....	2-2
2.4	Design Basis Memorandum .....	2-3
<b>3</b>	<b>WETLAND MITIGATION .....</b>	<b>3-1</b>
<b>4</b>	<b>STORMWATER DEVELOPMENT.....</b>	<b>4-1</b>
4.1	Provide Permit Extension Requests and Permit Notifications .....	4-1
4.2	Prepare Bid Documents .....	4-1
<b>5</b>	<b>LANDFILL DEVELOPMENT .....</b>	<b>5-1</b>
5.1	Solid Waste Permitting .....	5-1
5.2	Title V Permitting .....	5-2
5.3	Prepare Bid Documents .....	5-3
<b>6</b>	<b>GENERAL BID-PHASE AND CONSTRUCTION-PHASE TASKS.....</b>	<b>6-1</b>
6.1	Provide Bid-Phase Services.....	6-1
6.2	Provide Construction-Phase Services .....	6-1
<b>7</b>	<b>SCHEDULE.....</b>	<b>7-1</b>
7.1	Schedule For Modified Design .....	7-1
<b>8</b>	<b>COMPENSATION .....</b>	<b>8-1</b>
<b>9</b>	<b>EXCLUSIONS AND CONDITIONS .....</b>	<b>9-1</b>
9.1	Data and Information Provided by Escambia County .....	9-1
9.2	Responsibility for Design.....	9-1
9.3	General Conditions .....	9-2
9.4	Bidding .....	9-2
9.5	Construction .....	9-2

LIST OF FIGURES

Figure 1-1 Perdido Site Plan ..... 1-2

Figure 7-1 Section 5 Cell 1A Design Schedule ..... 7-2

Figure 8-1 Section 5 Cell 1A Detailed Fee Estimate ..... 8-2

LIST OF TABLES

Table 1-1 Perdido Landfill Facility Permits ..... 1-3

Table 4-1 Stormwater Permit Drawing and Bid Document Comparison ..... 4-2

Table 4-2 Stormwater Permit Specifications and Bid Document Comparison ..... 4-3

Table 5-1 Stormwater Permit Specifications and Bid Document Comparison ..... 5-1

Table 5-2 Landfill Permit Drawing and Bid Document Comparison ..... 5-3

Table 5-3 Landfill Permit Specifications and Bid Document Comparison ..... 5-5

Table 8-1 Compensation by Task ..... 8-1

# **1 INTRODUCTION**

The Escambia County Department of Solid Waste Management (DSWM) selected Jones Edmunds & Associates, Inc. and their subconsultants to provide engineering services for the Perdido Landfill Section 5 Cell 1A Design (PD 14-15.022). Figure 1-1 shows the Perdido Site Plan. Escambia County is proposing to construct the permitted Section 5 Cell 1A landfill expansion and related stormwater facilities within the next 3 years. As part of this selection process, Jones Edmunds is providing this Scope of Work to Escambia County to complete this work.

## **1.1 BACKGROUND**

On January 21, 2015, Jones Edmunds received the Request for Letter of Interest for the Section 5, Cell 1A Design, Solicitation Identification Number PD 14-15.022. This request was for qualified consultants to perform construction-level engineering design, bid support, engineering assistance during construction, and construction quality assurance (CQA) for the approximately 12-acre Cell 1A of the Perdido Landfill Section 5 Expansion. Cell 1A is one of four subcells in Section 5, totaling approximately 60 acres.

The Perdido Landfill occupies 424 acres at Beulah Road, Cantonment, Florida (Township 1 North, Range 31 West, Section 32). The Perdido Landfill has accepted Class I and III waste since approximately 1981. From 1981 through 1989, Class I waste was disposed of into approximately 45 acres of unlined landfill cells using the trench-and-fill disposal method. Subsequently, a number of lined cells (Sections 1, 2A, 2B, 3A, 3C, and 4) were constructed contiguous to the unlined landfill area. Class I disposal operations are occurring in Sections 1, 2, 3, and 4.

Section 5 is located in a closed Class I trench-fill landfill. The closed Class I landfill is contributing to groundwater contamination. As a result, mining the old waste and constructing a new bottom liner was more cost-effective than continuing groundwater remediation and constructing a landfill in a new greenfield location. The landfill mining in Section 5 Cell 1A was completed in 2013. Additional landfill mining is planned for the rest of Section 5. Scheduling the remaining Section 5 landfill mining will depend on the waste capacity requirements after Section 5 Cell 1A is constructed.

## **1.2 PERDIDO LANDFILL FACILITY PERMITS**

Perdido Landfill (Facility WACS ID 1688) includes a closed Class I Landfill, an active Class I Landfill, a Class III Landfill, a yard trash collection and processing facility, a waste tire collection center, a citizens drop-off center, a landfill gas flare, and a landfill gas recovery facility. Table 1-1 lists the permits associated with operating Perdido Landfill.



05050-053-01

LAST SAVED: 9/15/2013 3:56 PM; JWC-3 PATH: \\JWC-3\PROJECTS\2013\JONES EDMUNDS - ESCAMBIA\RFI\DRAWINGS\FIG 1 A\05050053-FIG1.DWG; PLOTTED: 9/15/2013 04:15 PM; JWC-3

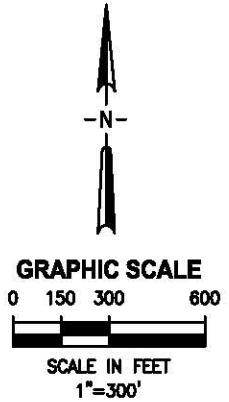


Figure 1-1 Perdido Site Plan  
2013 AERIAL PHOTO  
PERDIDO LANDFILL  
ESCAMBIA COUNTY, FLORIDA



**Table 1-1 Perdido Landfill Facility Permits**

Facility	FDEP Permit Number	Permit Expiration Date	Potential Extension Limit
Class I Landfill	0000667-021-SC	July 12, 2016	unlimited
Class III Landfill	0000667-022-SO	July 12, 2016	unlimited
Waste Tire Collection Center	0000667-023-WT	July 12, 2016	unlimited
Landfill Gas Management	0000667-024-SO	July 12, 2016	unlimited
Title V Air Operations (Perdido Landfill)	0330246-008-AV	December 31, 2018	unlimited
Title V Air Operations (Gulf Power)	0330286-002-AV	March 1, 2017	unlimited
Stormwater Management System Environmental Resource Permit (ERP)	17-0000667-028-EM/EM7	August 25, 2016	August 25, 2019
Wetlands Resource Permit	17-0000667-019-DF	October 7, 2015	October 7, 2017
USACE Wetlands Permit <sup>1</sup>	SAJ-2009-0142 (IP-SWA)1	October 7, 2016	October 7, 2018

Note: <sup>1</sup>US Army Corps of Engineers (USACE) is the only agency permit that is not through Florida Department of Environmental Protection (FDEP).

The FDEP Class I Landfill permit includes operating active Sections 1 through 4 and constructing Section 5. The Section 5 construction includes landfill mining the unlined Class I waste, constructing the bottom liner and leachate collection systems in the area of the unlined waste, and constructing a mechanically stabilized earth (MSE) berm. The new permitted landfill elevation is 335 feet.

The Perdido Landfill is unique in that it has two separate FDEP Title V permits: (1) for the landfill, gas collection system, and flare and (2) for the Gulf Power-owned and operated landfill-gas-to-energy (LFGTE) facility.

The stormwater facilities include an FDEP ERP and FDEP and USACE wetland resources permits because the Section 5 stormwater facilities impact wetlands with stormwater discharge and removing wetlands requiring wetland mitigation. The wetland mitigation was achieved by designating a conservation easement between the landfill and Beulah Road. The critical permitting deadline for developing the stormwater facilities is October 7, 2017, based on the Wetlands Resource Permit.

### 1.3 SECTION 5 CELL 1A DESIGN DIRECTION

Section 5 landfill expansion was permitted in 2008. Because of changes in the economy resulting in decreased waste acceptance rates, the Section 5 expansion was delayed. The solid waste permit renewal application submitted in 2011 included a renewal of the Section 5 construction permit. This permit will need to be renewed in 2016, including renewal of the Section 5 construction permit. Based on previous capacity analyses, Sections 1 through 4 are expected to reach elevation 240 feet in May 2017. May 2017 is the operational deadline for completing construction and beginning flooring of Section 5 Cell 1A.

As Section 1.2 describes, the stormwater facility construction must be completed and certified by October 7, 2017. The stormwater facilities must be constructed and wetland enhancement requirements must be completed by this deadline.

As part of the Jones Edmunds Letter of Interest submitted February 4, 2015, and the subsequent discussions on February 18, 2015, Jones Edmunds prepared design, permitting, construction, and scheduling alternatives for developing the Section 5 Cell 1A landfill expansion. Design Option 3 was

## Exhibit "A"

selected by DSWM based on our discussions on February 24, 2015. This Scope of Work is based on developing Design Option 3. The key elements of Design Option 3 are listed below:

- Modify and renew the current landfill construction permit based on the following changes:
  - Delay construction of the MSE berm for a later phase.
  - Extend the cell east and south.
  - Determine depth of cell below the estimated water table:
    - Perform a Dewatering Investigation.
    - Develop a Dewatering Plan.
  - Review the Operations Permit.
- Separate the stormwater facility construction from the landfill construction to meet the following deadlines:
  - Stormwater construction will meet the October 7, 2017 permitting deadline.
  - Landfill construction will meet the May 2017 operational deadline.

### **1.4 SECTION 5 CELL 1A DESIGN ORGANIZATION AND SCHEDULING**

Jones Edmunds proposes to provide professional services to assist DSWM with pre-design investigations, environmental services, design, permitting, and services during bidding and construction of the Perdido Landfill Section 5 Cell 1A landfill expansion and stormwater facility development.

The development of the Section 5 Cell 1A Design is divided into four phases to incorporate the selected design direction and meet scheduling requirements:

- Pre-Design
- Wetland Mitigation
- Stormwater Development
- Landfill Development

Section 7 provides the major phases, tasks, and the expected schedules. The schedule shows only the major milestones based on permit or operational deadlines. Detailed tasks and scheduling will be further developed in the early stages of the project. This Scope of Work is presented in the following sections:

- Section 2 describes the pre-design tasks in more detail.
- Section 3 describes the tasks specific to the Wetland Mitigation.
- Section 4 describes the tasks specific to the Stormwater Development.
- Section 5 describes tasks specific to the Landfill Development in more detail.

## Exhibit "A"

- Section 6 describes the general construction tasks common to both stormwater facilities and landfill expansion.
- Section 7 summarizes the expected schedule.
- Section 8 presents the compensation estimated for each of the separate phases and major tasks.
- Section 9 lists our assumptions, exclusions, and conditions.



## 2 PRE-DESIGN

The purpose of the Pre-Design phase is to determine maximum capacity of the landfill and reduce potential construction costs. The Pre-Design will also include the effects and costs for the bottom liner grading extent and depth.

Based on the direction from DSWM to delay the MSE berm construction and explore options for alternate bottom liner development, Jones Edmunds will evaluate the Section 5 Cell 1A horizontal and vertical extents. The Section 5 Cell 1A horizontal constraints are the location of the stormwater ponds and wetlands to the east, the existing landfill to the west, the access roadway to the north, and the extent of the completed landfill mining to the south. The current Section 5 Cell 1A can be extended to the east because the soil wedge proposed as part of the MSE berm will not be required. The current Section 5 Cell 1A can be extended to the south to the extent of the landfill mining. The vertical dimensions can be determined based on the desired amount of cut, fill, and dewatering necessary to construct the cell. The existing grade at the bottom of the landfill mining is approximately 100 feet NGVD, and the seasonal high groundwater is approximately 95 feet NGVD. Current design grade is approximately 80 feet, approximately 15 feet below the groundwater table. Additional excavation below elevation 95 feet NGVD will likely require dewatering during construction and preliminary filling to prevent buoyant uplift of the bottom liner. The purpose of the Pre-Design will be to determine the most cost-effective bottom liner configuration based on the horizontal constraints and vertical constraints. The Pre-Design will include the following tasks described in more detail in the sections below:

- Survey
- Dewatering Plan
- Design Analysis
- Design Basis Memorandum

### 2.1 SURVEY

A detailed project specific survey of the Section 5 Cell 1A landfill and stormwater area will be performed for the basis of the Pre-Design and Design. In addition to topography, this survey will also be used for locating connections, utilities, and conduits. This information will be used for the Design Analysis, updating permit documents, and producing bid documents.

### 2.2 DEWATERING PLAN

Jones Edmunds will investigate and evaluate the site-specific dewatering requirements and prepare a Dewatering Plan to determine site-specific dewatering costs to be used in the Design Analysis. The Dewatering Plan will summarize the requirements and proposed methods for dewatering to construct the landfill bottom liner. The objective is to design the bottom liner system that will maximize the waste capacity and soil excavation while determining the cost-effectiveness of dewatering efforts to construct the bottom liner below the water table.

The following tasks are expected to be completed as part of this effort:

1. Evaluate subsurface conditions including:
  - a. Review regional lithology.
  - b. Review existing subsurface investigations and groundwater data.

## Exhibit "A"

- c. Construct piezometers in the Cell 1A area.
- d. Perform pumping tests to determine subsurface flow conditions.
2. Evaluate available dewatering technology appropriate for subsurface conditions.
3. Perform dewatering calculations.
4. Contact dewatering contractors for dewatering costs and prepare an opinion of probable construction costs based on depths of dewatering.
5. Determine regulatory requirements for dewatering.
6. Determine requirements for technical specifications.
7. Conduct a Dewatering Plan review meeting.
8. Perform Dewatering Plan review by an expert and incorporate comments.
9. Prepare a Dewatering Plan document.

### **Deliverables:**

1. Dewatering Plan
2. Dewatering Plan Review Meeting minutes to document DSWM comments.

## **2.3 DESIGN ANALYSIS**

Jones Edmunds will develop bottom liner grading plan alternatives to determine potential cost savings. The bottom liner alternatives will be based on earthfill and infrastructure requirements, hydrologic performance, and airspace for waste disposal. The horizontal dimensions will be based on site development constraints. The vertical dimension will be based on geometric and dewatering constraints.

The following tasks are expected to be completed as part of this effort:

1. Review current design documents and develop updated CAD drawings based on an updated version of AutoCAD and the most recent survey information.
2. Provide notifications in accordance with the Florida Administrative Code that an engineer's drawings are being updated or revised.
3. Prepare soil optimization plan:
  - a. Perform soil excavation quantity analysis.
  - b. Perform soil fill quantity analysis.
  - c. Evaluate soil construction costs based on recent Escambia County bid documents and other published construction costs.
  - d. Evaluate soil operational value.
  - e. Summarize dewatering costs based on the approved Dewatering Plan.
  - f. Evaluate waste capacity value.
  - g. Compare costs and values to determine cost-effective bottom liner configuration alternatives.
4. Summarize the design alternative and estimated costs as a function of the resulting disposal capacity.
5. Prepare a Design Analysis Memorandum.
6. Conduct a Design Analysis Review Meeting to determine a selected design alternative.

**Deliverables:**

1. Design Analysis Memorandum.
2. Design Analysis Review Meeting minutes to document the selected design alternative.

**2.4 DESIGN BASIS MEMORANDUM**

Based on the selected design alternative and the landfill design details, Jones Edmunds will develop a Design Basis Memorandum to present the design details to be included in the landfill construction documents.

The following tasks are expected to be completed as part of this effort:

1. Coordinate with FDEP to determine specific permitting requirements:
  - a. If permitting requirements change from the original scope of work and fee estimate, resulting in additional design efforts, Jones Edmunds will contact DSWM to determine how to proceed.
  - b. Develop a list of permitting requirements to be incorporated into the permit documents.
3. Develop design requirements for future MSE berm construction.
4. Develop design requirements for future gas collection and control system (GCCS) modifications.
5. Develop a design and permitting schedule.
6. Coordinate with DSWM regarding portions of the contract to be developed by the County.
7. Prepare an opinion of probable construction costs.
8. Prepare a Design Basis Memorandum.
9. Prepare a Design Basis Presentation for DSWM.

**Deliverables:**

1. FDEP meeting minutes to document permitting requirements.
2. Design Basis Memorandum.
3. Design Basis Memorandum Presentation for DSWM.
4. Presentation meeting minutes documenting DSWM comments.

### 3 WETLAND MITIGATION

The purpose of the wetland mitigation phase is to meet the requirements of the USACE specific conditions for compensatory mitigation, including performing the wetland enhancement. Jones Edmunds will provide notifications to permitting agencies and perform wetland enhancement, monitoring, and reporting. The objective of the wetland enhancement is to remove and perpetually manage Category I and II invasive exotic plant species pursuant to the most current list established by the Florida Exotic Pest Plant Council (<http://www.fleppc.org>). The following plant species are specifically identified throughout the 9.2-acre mitigation area: Chinese privet (*Ligustrum sinense*), Chinese tallow (*Sapium sebiferum*), Japanese climbing fern (*Lygodium japonicum*), dogfennel (*Eupatorium capillifolium*), Bermudagrass (*Cynodon* spp), Bahiagrass (*Paspalum notatum*), and cattail (*Typha* spp.).

Work to mitigate the impacted wetlands may begin at any time. Jones Edmunds recommends initiating this work as soon as possible to ensure compliance with the permitting deadlines. This work includes the following tasks:

- FDEP and USACE notification and coordination.
- Baseline monitoring and reporting to document existing wetland conditions and establish a grid system for future monitoring events.
- Wetland enhancement to remove invasive exotic plant species from the 9-acre compensatory wetland mitigation conservation easement area. Wetland enhancement performance standards include:
  - At least 80% cover by appropriate wetland species.
  - Less than 5% cover by invasive exotic plant species.
  - Achieve no maintenance by the fifth year.
- Time-zero monitoring and reporting to document the wetland enhancement conditions.
- Annual wetland enhancement maintenance to meet the performance standards.
- Semi-annual monitoring for 3 years subsequent to the wetland enhancement and time-zero monitoring.
- Annual reporting of the semi-annual monitoring events.

#### **Deliverables;**

1. Baseline Conditions Report.
2. Time-Zero Monitoring Report (2015)
3. 2016 – Annual maintenance, two semi-annual monitoring events, and annual reporting
4. 2017 – Annual maintenance, two semi-annual monitoring events, and annual reporting
5. 2018 – Annual maintenance, two semi-annual monitoring events, and annual reporting

## 4 STORMWATER DEVELOPMENT

The purpose of the Stormwater Development phase is to provide engineering services for the construction of the stormwater facilities and perform rough grading for the landfill bottom liner. This phase also includes providing required stormwater and wetlands permit requests for extensions and providing notifications for construction. The deadline for completing this task is September 2017 to meet the USACE permit expiration of October 7, 2017.

The stormwater facility construction, landfill excavation, and rough grading are proposed as a separate construction phase from the landfill construction to expedite completion of the stormwater facilities to meet permitting deadlines. The design of the stormwater management facilities will include updated existing conditions and survey information. No design changes are expected. If design changes are required based on permit extension requests, Jones Edmunds will notify DSWM and we will discuss how to proceed.

Jones Edmunds will provide notifications to permitting agencies, perform wetland mitigation requirements, prepare bid documents, prepare an opinion of probable construction costs, perform bid-phase services, and perform construction-phase services to assist with the stormwater facility and earthwork construction.

### 4.1 PROVIDE PERMIT EXTENSION REQUESTS AND PERMIT NOTIFICATIONS

Jones Edmunds will submit requests for permit expiration extensions for the three stormwater and wetlands permits (see Table 1-1). This correspondence will include Rule references and notifications of the proposed construction schedule. Notifications of construction activity are required by the permit. Jones Edmunds will prepare a letter describing the requested permitting deadlines, proposed construction phase, and conceptual schedule. The conceptual construction schedule will be based on the Design Basis Memorandum completed as part of the Pre-Design phase. Jones Edmunds will provide coordination and updates with the permitting agencies during construction.

#### **Deliverables;**

1. Permit extension request and notification for the FDEP Wetlands Resource Permit (17-0000667-019-DF) due to FDEP by September 2015 requesting and extension of the permit deadline to October 7, 2017.
2. Permit extension request and notification for the FDEP Stormwater Management System ERP (17-0000667-028-EM/EM7) requesting an extension through August 25, 2019.
3. Permit extension request and notification for the USACE Wetlands Permit [SAJ-2009-0142(IP-SWA)] requesting an extension through October 7, 2018.

### 4.2 PREPARE BID DOCUMENTS

The general bid-phase and construction phase tasks are described in detail in Section 6. This section describes the specific tasks to prepare the stormwater bid documents. Bid documents include contract requirements, specifications, and engineering plans. Jones Edmunds will coordinate with DSWM regarding contract requirements. Preparing bid documents will include revising and adding to the design drawings, technical specifications, and CQA plan to include updated existing conditions and proposed construction that may affect the bidders' evaluation of the project and bid price. Effort specific to the Stormwater Development is listed below:

## Exhibit "A"

1. Prepare construction documents for earthwork rough grading based on the selected bottom liner grading plan determined during the Pre-Design (Section 2). Table 4-1 compares the permit drawing list to the drawing list expected for the stormwater development bid documents.
2. Prepare contract requirements based on Jones Edmunds Division 1 specifications in coordination with the County.
3. Prepare technical specifications in accordance the Construction Specifications Institute (16 Divisions) format. Table 4-2 compares the permit application technical specifications to the technical specifications expected for the landfill bid documents:
4. Revise and review the CQA plan. The CQA plan will be updated to include the CQA team members, procedures, and guidelines.
5. Prepare an opinion of probable construction costs. The cost estimate will be prepared using Jones Edmunds standard forms and format. A summary will be provided based on the project measurement and payment schedule.

### **Deliverables:**

1. Draft Bid Package for DSWM review.
2. Opinion of Probable Construction Costs.
3. Final Bid Package in pdf format for County Purchasing Department for solicitation.

**Table 4-1 Stormwater Permit Drawing and Bid Document Comparison**

Permit Drawings	Bid Document Drawings
Stormwater Post-Development Drainage Plan	Cover Sheet
Stormwater Post-Development Drainage Plan	Drawing Index and Abbreviations
Proposed Southeast Basin Grading Plan	Legends
Northeast Stormwater Basin Grading Improvements Plan	General Notes
Southeast Stormwater Basin Grading Improvements Plan	Coordinate Tables
Southeast Stormwater Conveyance Plan, Profile	Stormwater and Sediment Control Notes
Relocated Northeast Pond Conveyance Pipe Plan, Profile	Stormwater Pollution Prevention Plan
Southeast Stormwater Basin Sections	Stormwater Pollution Prevention Plan Details
Energy Dissipater and Drop Inlet Details, Sections, Tables	Topographic Survey
Phase 1 Mining Process Erosion Control Plan	Well and Boring Map
Cell 1A Construction Erosion Control Plan	Existing Conditions
Cell 1B Construction Erosion Control Plan	Demolition Plan
Cell 2 Construction Erosion Control Plan	Stormwater Post-Development Drainage Plan
Erosion and Sediment Control Details	Stormwater Post-Development Drainage Plan
Erosion and Sediment Control Details	Proposed Southeast Basin Grading Plan
	Northeast Stormwater Basin Grading Plan
	Southeast Stormwater Basin Grading Plan
	Southeast Stormwater Conveyance Plan and Profile
	Relocated Northeast Pond Conveyance Pipe Plan

## Exhibit "A"

Permit Drawings	Bid Document Drawings
	Profile
	Southeast Stormwater Basin Sections
	Energy Dissipater and Drop Inlet Details, Sections, Tables
17 Permit Drawings	21 Drawings

**Table 4-2 Stormwater Permit Specifications and Bid Document Comparison**

Permit Specifications (Not Available)	Bid Document Specifications <sup>1</sup>
	01000 Project Requirements
	01100 Summary of Work
	01200 Measurement and Payment
	01290 Schedule of Values
	01300 Contract Administration
	01310 Construction Coordination
	01320 Progress Schedule
	01325 Construction Photographs
	01330 Submittals and Acceptance
	01350 Environmental Protection
	01400 Quality Requirements
	01450 Testing and Laboratory Services
	01500 Temporary Facilities and Controls
	01520 Field Offices
	01600 Materials and Equipment
	01650 Delivery, Storage and Handling
	01720 Field Engineering
	01740 Final Cleaning
	01770 Project Closeout
	01780 Warranties and Bonds
	01785 Record Documents
	02230 Site Preparation
	02300 Earthwork
	02370 Erosion and Sedimentation Control
	02600 Stormwater Facilities
	02920 Seeding and Sodding
	03301 Concrete and Reinforcing Steel
	09900 Painting and Coating
	15055 Piping Systems – General
	15121 Miscellaneous Pipe Fittings and Accessories
	15146 High-Density Polyethylene (HDPE) Pipe
	31 Bid Document Specifications

Note: <sup>1</sup> All specifications listed may not be included.

Section 6 describes the bid-phase and construction-phase tasks.

## 5 LANDFILL DEVELOPMENT

The purpose of the Landfill Development phase is to provide engineering services for the completion of construction of the Section 5 Cell 1A landfill. The deadline for completing this task is May 2018 to allow time for DSWM to fill the first layer of select waste in Section 5 Cell 1A. This phase includes a permitting modification of the FDEP solid waste permit and FDEP Title V permit, preparing bid documents, providing bid-phase services, and providing construction-phase services.

### 5.1 SOLID WASTE PERMITTING

Based on the results of DSWM's design decisions, Jones Edmunds will prepare and submit a solid waste modification application package to update the Section 5 Cell 1A design. Based on the operational deadline of May 2017, the modification will have to be approved by FDEP so that landfill construction can begin by April 2016. This means that the permit modification application will be submitted at least 8 months before the permit renewal date (see Section 8). Jones Edmunds will request that FDEP allow the permit modification and permit renewal to be combined, but submitted early without altering the permitting schedule. If FDEP does not allow the early submittal of the permit renewal, then a separate permit renewal document will be prepared and submitted by the May 2016 permit renewal deadline.

Assuming both the modification and renewal applications are combined, the following lists the application requirements and expected effort. 'No change' indicates parts that are not intended to be changed based on the expected design modifications. However, the application will incorporate recent Rule changes as they apply.

1. Coordinate and attend an FDEP pre-application meeting.
2. Prepare FDEP pre-application meeting minutes.
3. Prepare the permit renewal and Section 5 Cell 1A permit modification documents. Table 5-1 shows the expected permit renewal and modifications sections prepared to complete the permit application and the relative effort to complete each section. The term "Revise" indicates major changes to the section to describe the design changes. The term "Update" indicates that minor changes are likely to describe design changes and to meet new Rule requirements. The term "Add" indicates a section that will be added to the application that was not provided previously.

**Table 5-1 Stormwater Permit Specifications and Bid Document Comparison**

Permit Application Section	Effort
Executive Summary	Revise
Introduction	Add
Application Form 62-701.900(1).	Revise
Part A. General Information	Revise
Part B. Disposal Facility General Information	Update
Part C. Prohibitions	Update
Part D. Solid Waste Management Facility Permit Requirements	Update
Part E. Landfill Permit Requirements	Update
Part F. General Criteria for Landfills	Update
Part G. Landfill Construction Requirements	Revise
Design Drawings	Revise



## Exhibit "A"

Permit Application Section	Effort
General Sheets	Revise
Survey	Revise
Plan Sheets	Revise
Sections	Revise
Details	Revise
CQA plan and Technical Specifications	Revise
Part H. Hydrogeological Investigation Requirements	Update
Part I. Geotechnical Investigation Requirements	Update
Part J. Vertical Expansion of Landfills	Update
Part K. Landfill Operation Requirements	Update
Part L. Water Quality Monitoring Requirements	Update
Part M. Special Waste Handling Requirements	Update
Part N. Gas Management System Requirements	Revise
Part O. Landfill Closure Requirements	Revise
Part P. Other Closure Procedures	Update
Part Q. Long-Term-Care	Update
Part R. Financial Assurance	Revise

4. If FDEP responds with a request for additional information (RAI) after review of the permit application package, Jones Edmunds will prepare one response document. If the FDEP comments result in more than one RAI or additional design effort is required, Jones Edmunds will contact the County about how to proceed.

### **Deliverables:**

1. Pre-application meeting minutes.
2. Draft Permit Application package in pdf format for DSWM review.
3. Final Permit Application package for FDEP:
  - a. Two paper copies, including full-size drawings.
  - b. Electronic copy on CD.
4. Draft response to FDEP RAI in pdf format for DSWM review.
5. Final response to FDEP request of additional information:
  - a. Two paper copies.
  - b. Electronic copy on CD.

## **5.2 TITLE V PERMITTING**

The Perdido Landfill Title V permit includes the Section 5 expansion. FDEP will be contacted by telephone to determine if a permit modification is required. At a minimum, the site Design Plan will be updated to include the Section 5 Cell 1A GCCS design. A permit modification is not expected and not included in this Scope of Work. If a permit modification is required by FDEP, Jones Edmunds will contact the County to discuss how to proceed.

**Deliverables:**

1. FDEP Air Resources Department telephone conversation memorandum.
2. Revised Design Plan submitted in pdf format.

**5.3 PREPARE BID DOCUMENTS**

Section 6 describes the general bid-phase and construction-phase tasks in detail. This section describes the tasks specific to preparing the landfill bid documents.

An FDEP signed permit is required to begin bottom liner construction. However, bid documents can be prepared during permitting, allowing for revisions based on FDEP requirements. Bid documents require more detail than the permit documents to allow contractors to prepare accurate bids. Jones Edmunds will coordinate with DSWM regarding contract requirements. Preparing bid documents will include updating the design drawings, contract requirements, technical specifications, and CQA plan to include updated existing conditions and proposed construction that may affect the bidders' evaluation of the project and bid price.

1. Prepare construction documents for landfill construction based on the selected bottom liner grading plan determined during the Pre-Design (Section 2). Table 5-2 compares the permit drawing list to the drawing list expected for the landfill bid documents.
2. Prepare contract requirements based on Jones Edmunds Division 1 specifications.
3. Prepare technical specifications in accordance the Construction Specifications Institute (16 Divisions) format. Table 5-3 compares the permit application technical specifications to the technical specifications expected for the landfill bid documents:
4. Revise and review the CQA plan. The CQA plan will be updated to include the CQA team members, procedures, and guidelines.
5. Prepare an opinion of probable construction costs. The cost estimate will be prepared using Jones Edmunds standard forms and format. A summary will be provided based on the project measurement and payment schedule.

**Deliverables:**

1. Draft Bid Package for DSWM review.
2. Opinion of Probable Construction Costs.
3. Final Bid Package in pdf format for County Purchasing Department for solicitation.

**Table 5-2 Landfill Permit Drawing and Bid Document Comparison**

Permit Drawings	Bid Document Drawings <sup>1</sup>
Cover Sheet	Cover Sheet
General Notes and Legend	Drawing Index and Abbreviations
Survey	General Notes and Legends
Survey	Aerial Topographic Survey
Survey	Ground Topographic Survey
Survey	Survey

## Exhibit "A"

Permit Drawings	Bid Document Drawings <sup>1</sup>
Survey	Survey
Surveyed Property Boundary and Legal Description	Survey
Topographic Data	Coordinate Tables
Vicinity Map	Vicinity Map
Existing Conditions	Key Map/Existing Conditions
Currently Permitted Final Cover	Stormwater and Sediment Control Notes
Proposed Top of Subbase Plan	Stormwater Pollution Prevention Plan
Proposed Subsurface Drainage Plan	Stormwater Pollution Prevention Plan Details
Proposed Top of Protective Cover Plan	Well and Boring Map
Proposed Conceptual Final Grading Plan	Demolition Plan
Phase 1 – Cell 1A Construction	Bottom Liner Plan
Phase 2 – Cell 1A Filling, Cell 1B Construction	Bottom Liner Plan
Phase 3 – Cell 1B Filling, Cell 2 Construction	Bottom Liner Plan
Phase 4 – Cell 2 Filling, Cell 3 Construction	Bottom Liner Sections
Phase 5 – Cell 3 Filling	Bottom Liner Sections
Phase 6 – Final Fill Sequence	Bottom Liner Details
Cross Sections	Cross Sections
Landfill Gas Management Plan	Cross Sections
Liner and Berm Details	Berm Details
Leachate Collection / Detection Details	Berm Details
Intercell Berm Details	GCCS Plan
Leachate Sump Plan	Gas System Details
Leachate Sump Details	Force Main Routing Plan
Final Cover Details	LCCR Details
Fence and Guardrail Details	Structural Notes
Leachate Collection Process Flow Diagram	Access Drive Grading Details
Leachate Collection System Details	Mechanical Notes
Leachate Riser Details	Leachate Sump Plan
	Leachate Sump Details
	Fence and Guardrail Details
	Leachate Collection Process Flow Diagram
	Leachate Collection System Details
	Leachate Riser Details
	Electrical Legends and Abbreviations
	Electrical Site Plan
	Electrical Riser Diagram
	Pump Station Electrical Plan

## Exhibit "A"

Permit Drawings	Bid Document Drawings <sup>1</sup>
	Pump Control Panel One-Line Diagram
	Electrical Details
	Electrical Section
34 Permit Drawings	46 Bid Document Drawings

Note: <sup>1</sup>MSE berm drawings and specifications are not included based on DSWM decision to delay the MSE berm.

**Table 5-3 Landfill Permit Specifications and Bid Document Comparison**

Permit Specifications	Bid Document Specifications <sup>1</sup>
02777 Drainage Composite	01000 Project Requirements
02775 HDPE Geomembrane Liner System	01100 Summary of Work
02776 Geosynthetic Clay Liner (GCL)	01200 Measurement and Payment
02778 Geotextiles	01290 Schedule of Values
02222 Earthwork Backfill, Grading, and Compaction	01300 Contract Administration
02240 Protective Cover and Leachate Collection Stone	01310 Construction Coordination
15067 Pipe - Polyethylene	01320 Progress Schedule
	01325 Construction Photographs
	01330 Submittals and Acceptance
	01350 Environmental Protection
	01400 Quality Requirements
	01450 Testing and Laboratory Services
	01500 Temporary Facilities and Controls
	01520 Field Offices
	01600 Materials and Equipment
	01650 Delivery, Storage and Handling
	01720 Field Engineering
	01740 Final Cleaning
	01770 Project Closeout
	01780 Warranties and Bonds
	01785 Record Documents
	01820 Training
	02070 Geocomposite
	02071 Geomembrane (HDPE)
	02072 Geosynthetic Clay Liner
	02074 Geotextile
	02079 Geosynthetic Rain Tarp
	02230 Site Preparation
	02240 Dewatering
	02301 Earthwork for Landfill Construction
	02370 Erosion and Sedimentation Control
	02600 Stormwater Facilities

## Exhibit "A"

Permit Specifications	Bid Document Specifications <sup>1</sup>
	02700 Paving
	02920 Seeding and Sodding
	03301 Concrete and Reinforcing Steel
	09900 Painting and Coating
	11000 General Equipment Requirements
	11300 Leachate Pumps
	13421 Flow Meter and Pressure Gauges
	13441 Supervisory Control and Data Acquisition (SCADA) – Radio Telemetry System
	15050 Basic Mechanical Materials and Methods
	15055 Piping Systems – General
	15060 Pipe Hangers and Supports
	15110 Manual, Check, and Process Valves
	15121 Miscellaneous Pipe Fittings and Accessories
	15144 Pressure Testing of Pipes
	15146 High-Density Polyethylene (HDPE) Pipe
	15155 Ductile Iron Pipe and Fittings
	16401 Low-Voltage Electrical Work – General
7 Permit Specifications	49 Bid Document Specifications

Note: <sup>1</sup>MSE berm drawings and specifications are not included based on DSWM decision to delay the MSE berm.

Section 6 describes the bid phase and construction phase tasks.

## 6 GENERAL BID-PHASE AND CONSTRUCTION-PHASE TASKS

The bid-phase and construction-phase services will be common to both the Stormwater Development and Landfill Development phases. This section describes the general tasks.

### 6.1 PROVIDE BID-PHASE SERVICES

After Jones Edmunds submits the electronic bid packages to the County, Jones Edmunds will provide bid-phase services to support the DSWM in the solicitation of bids for the construction contract. The County will advertise the request for bids and distribute the bid packages. Jones Edmunds will attend a pre-bid meeting and will be prepared to discuss the technical aspects of the project. The County will conduct the pre-bid meeting and bid opening. Based on bidder questions, Jones Edmunds will prepare responses to bidders' written technical questions during bidding period and prepare up to three addenda. Jones Edmunds will assist the County to verify that the bids are complete and responsive.

The following lists the tasks included in the bid-phase services:

1. Attend the pre-bid meeting at the Escambia County Perdido Landfill.
2. Prepare written responses to bidders' questions.
3. Prepare up to three addenda to clarify bid documents and respond to bidder questions.
4. Review bid tabulation.
5. Evaluate bid packages from the three lowest and responsive bidders.

#### **Deliverables:**

1. Pre-bid meeting minutes.
2. Written responses to bidder questions (assuming three response packages for each of three addenda).
3. Addenda to clarify bid documents and respond to bidder questions (maximum of three provided in pdf format).

### 6.2 PROVIDE CONSTRUCTION-PHASE SERVICES

Construction-phase services are divided into the following tasks:

- Contract Administration
- Submittal Review
- Construction CQA
- Construction Certification

#### 6.2.1 CONTRACT ADMINISTRATION

Jones Edmunds will provide contract administration services throughout the duration of the construction contract. Contract administration includes preparing conformed construction documents including contract requirements, drawings, specifications, addenda, agreement, insurance certificates, and bonds. The Jones Edmunds Contract Administrator will also notify FDEP and other regulatory agencies of construction and dewatering commencement, attend the preconstruction conference, attend on-site

## Exhibit "A"

progress meetings once every 2 weeks during active construction, communicate regularly with the Contractor, and issue various construction correspondences to the Contractor.

Once the Contractor has submitted all required contract documents, Jones Edmunds will attend a Preconstruction Conference at the project site. We will prepare a detailed agenda and subsequent meeting minutes for the conference and distribute them to all attendees and the County. The County will provide the Notice to Proceed.

During construction, the Jones Edmunds Contract Administrator will communicate daily with our Resident Observer(s), the Contractor, and the County and attend regularly scheduled construction progress meetings. We will evaluate and make recommendations regarding the Contractor's Schedule of Values and monthly Applications for Payment. We will evaluate and make recommendations regarding the Contractor's Critical Path Method Progress Schedule and monthly updates to the schedule. Jones Edmunds will provide technical assistance to resolve unforeseen conditions, unsatisfactory work, and written clarifications and interpretations of the Contract Documents; maintain a master list and respond to the Contractor Requests for Information (RFIs); evaluate and respond to the Contractor's and Owner's request for minor modifications to the Contract Documents; and prepare and execute Work Change Directives and Change Orders in accordance with the Contract Documents. We will maintain a log of work change directives, proposed contract modifications, field orders, RFIs, change orders, and pay applications to track the status of each of these documents. The Jones Edmunds Contract Administrator will be on site a minimum of 1 day per week during construction. Jones Edmunds will review and comment on the redlined as-built drawings of panel layouts prepared by the Resident Observer and the Contractor. Comments on these documents will appear as a summary of progress in the minutes of the regularly scheduled progress meetings.

Jones Edmunds will prepare agendas and conduct weekly progress meetings on site. We will prepare meeting minutes for the progress meeting and distribute it to all attendees.

At Substantial Completion, Jones Edmunds will conduct a walk-through, generate a certificate of Substantial Completion, and draft a punch list of work to be completed and documentation to be submitted to reach Final Completion.

### **Deliverables:**

1. Preconstruction Conference agenda.
2. Preconstruction Conference meeting minutes.
3. Progress Meeting agendas and summaries.
4. Clarifications and Interpretations of Contract Documents.
5. Work Change Directives.
6. Proposed Contract Modifications.
7. Field Orders.
8. Request for Information Responses.
9. Pay Estimates (Recommendation for Payment).
10. Schedule Review Comments.
11. Substantial Completion checklist, certificate of Substantial Completion, and punch list.

### 6.2.2 SUBMITTAL REVIEW

Jones Edmunds will review administrative submittals, product submittals, product samples, shop drawings, and minor requests for substitution. We will review laboratory, shop, manufacturer's quality control data, and test reports of materials. Jones Edmunds will receive, record, and distribute the Contractor's administrative and technical submittals; review the submittals; and return the submittals with comments to the Contractor and the Owner within the timeframe specified in the Contract Documents. Jones Edmunds will maintain a submittal log. Jones Edmunds will also maintain an FTP site with pdf copies of submittals and submittal returns for the Contractor's and County's use. Jones Edmunds will provide up to two reviews of each submittal. The cost for additional review of deficient submittals will be the Contractor's responsibility in accordance with the Contract Documents. Each additional submittal review will be charged to the construction contract at hourly rates specified in the construction contract.

#### **Deliverables:**

1. Copy of Submittals.
2. Submittal Log.
3. Submittal Returns.

### 6.2.3 CONSTRUCTION CQA

Jones Edmunds will provide CQA observation during construction in accordance with the approved CQA plan developed as part of the bid documents. The Resident Observer(s) will perform the CQA monitoring duties described in the CQA plan.

One Resident Observer will be on site during critical construction activities. During construction, Jones Edmunds assumes that the working times are 10 hours per day up to 50 hours per week. The Resident Observer(s) will coordinate with the Contractor and Contract Administrator regarding weekly activities and adjust effort accordingly. The Resident Observer(s) will coordinate testing schedules, attend progress meetings, and review preliminary draft pay requests.

Soil or material testing is required to be performed by an independent third-party testing laboratory. Therefore, soil and material testing will be subcontracted to an appropriate testing firm. CQA testing will be monitored as part of the CQA activities. Testing costs are based on the testing required by the CQA Plan (including testing coordination and review and interpretation of testing results.)

#### **Deliverables:**

1. Daily observation reports including photo-documentation of activities.
2. Comments on redlined as-built drawings provided by the Contractor.
3. Copies of signed-and-sealed test results.

### 6.2.4 CONSTRUCTION CERTIFICATION

Jones Edmunds will prepare the Certification of Construction Completion and the accompanying completion report in accordance with FDEP and USACE requirements. The report will summarize the activities of the project and document any deviations from the permit, including the following:

- An engineer's certification, signed and sealed by a Florida-licensed Professional Engineer.
- Record drawings and surveys.



## Exhibit "A"

- Documentation of any deviations from the permitted design.
- Confirmation of impacted wetland areas and any changes to the mitigation requirements.

Jones Edmunds will prepare Record Drawings from as-built surveys and Contractor mark-ups of the design drawings based on the completed construction project.

Jones Edmunds has provided for effort to respond to FDEP RAIs on the Certification of Construction Completion and summary report.

### **Deliverables:**

1. Draft Completion Report – pdf for County review.
2. Certification/Summary Report/Record Drawings.
  - a. FDEP – One signed-and-sealed set and one CD.
  - b. USACE – One signed and sealed set on letter-sized sheets only.
  - c. County – Two signed-and-sealed sets and one CD
3. RAI Response same as Completion Report.

## 7 SCHEDULE

### 7.1 SCHEDULE FOR MODIFIED DESIGN

Figure 7-1 is the schedule for completing the four project phases based on the design direction to investigate a modified bottom liner grading plan. In general, the duration of the work is expected to be approximately 4 years beginning May 2015 and continuing through December 2018 with wetland mitigation. Stormwater facility construction will be completed by March 2017, and landfill construction will be completed with approval for filling in May 2017. This schedule includes the following design and scheduling tasks:

- Pre-Design:
  - Perform a Dewatering Investigation.
  - Develop a Dewatering Plan.
  - Prepare a Design Analysis.
  - Prepare a Design Basis Memorandum based on selected design determined by the Design Analysis.
- Wetland Mitigation to meet permit requirements through 2018:
  - Monitoring and reporting.
  - Wetland enhancement and maintenance.
- Stormwater Development to meet the October 7, 2017 permitting deadline:
  - Prepare permit extension requests and permit required notifications.
  - Prepare bid documents.
  - Perform bid-phase and construction-phase services.
    - Four-month estimated construction timeframe.
- Landfill Development to meet the May 2018 operational deadline:
  - Prepare permit modifications and renewal.
  - Prepare bid documents.
  - Perform bid-phase and construction-phase services.
    - Eight-month estimated construction timeframe.
    - Begin waste filling October 2017.



## 8 COMPENSATION

The following describes the compensation for the professional services described in this Scope of Work. The first part of the project will consist of the Pre-Design, Wetland Mitigation, and Stormwater Development. The second part of project will consist of the Landfill Development. The Landfill Development is shown as a separate part of the project because once the Pre-Design work is complete, Jones Edmunds can evaluate the assumptions made in creating the current Landfill Development scope of work.

Each part will be lump sum. Jones Edmunds will invoice the County monthly based on an estimated percent complete for each part of the project. The compensation was calculated using standard hourly rates. Figure 8-1 provides the detailed tasks and fees, and Table 8-1 lists the estimated fees for each part of this Scope of Work.

**Table 8-1 Compensation by Task**

Part	Descriptions	Compensation
1	Pre-Design/Wetland Mitigation/Stormwater Development	\$460,000
2	Landfill Development	\$1,074,000
	Total	\$1,534,000

To reduce costs, we assumed that most stormwater construction CQA resident observation will be performed by the local subconsultant. We assumed that resident observation would be an average of 3 days per week, since much of the excavation will not require full-time resident observation. The landfill CQA resident observation will be shared with the local subconsultant to reduce costs. Because of the complexity of landfill bottom liner construction, the resident observation is full-time, with some construction requiring two Resident Observers.

Figure 8-1  
Escambia County Perdido Landfill  
Section 5 Cell 1A Design  
Fee Estimate  
Jones Edmunds Opportunity Number: 95140-030-15

Task	Hours															Costs				Subtotal Tasks
	Porject Officer	Senior Project Manager	Project Manager	Project Engineer	Senior Project Engineer	Project Scientist	Project Scientist	Senior Construction Administrator	Construction Administrator	Senior CAD Designer	Senior Field Representative	Field Representative	Senior Technical Editor	Senior Administrative Assistant	Total	Labor Cost	Subconsult. Cost	Other Direct Costs	Total Costs	
<b>Pre-Design</b>																				
Ground Survey / Tie to Aerial			2							8					10	\$ 1,100	\$ 8,000	\$ 403	\$ 9,503	\$ 10,000
Dewatering Investigation (Kick-off mtg / planning)		2													2	\$ 390	\$ -	\$ -	\$ 390	
Review / Summarize Historical Subsurface Investigations		2	6	8		8									24	\$ 3,730	\$ -	\$ -	\$ 3,730	
Investigation Plan / Coordination			6	4		4									14	\$ 2,180	\$ -	\$ -	\$ 2,180	
Construct Piezometers / Perform Pumping tests						24					24			2	50	\$ 6,170	\$ 3,280	\$ 606	\$ 10,056	\$ 16,000
Dewatering Plan (Kick-off mtg / planning)		1	1	1		1				2	1				7	\$ 950	\$ -	\$ 27	\$ 977	
Summarize Test Results					8	8									16	\$ 2,600	\$ -	\$ -	\$ 2,600	
Evaluate Dewatering Technology		1	4	4	4	6									19	\$ 3,045	\$ -	\$ -	\$ 3,045	
Perform Dewatering Calculations				6	6										12	\$ 1,950	\$ -	\$ -	\$ 1,950	
Prepare Dewatering Cost Estimate		1	4	4	6	6									21	\$ 3,405	\$ -	\$ -	\$ 3,405	
Prepare Document		2	8	4	4	4							2	6	30	\$ 4,350	\$ -	\$ -	\$ 4,350	
Expert Review	1														1	\$ 230	\$ 5,000	\$ -	\$ 5,230	\$ 22,000
Design Analysis Memorandum (Kick-off mtg / planning)		1	2	1	1					1					6	\$ 955	\$ -	\$ 13	\$ 968	
Review Design Documents and prepare CADD Drawings		2	4							8					14	\$ 1,830	\$ -	\$ 105	\$ 1,935	
Prepare Soil Optimization Plan		2	4	4	2					8					20	\$ 2,770	\$ -	\$ 100	\$ 2,870	
Prepare Design Alternatives		2	4	4	2					8					20	\$ 2,770	\$ -	\$ 100	\$ 2,870	
Prepare Cost Summary		2	4	4	2	4				0					16	\$ 2,590	\$ -	\$ -	\$ 2,590	
Prepare Design Analysis Memorandum		2	4	4	2					4			2	6	24	\$ 3,110	\$ -	\$ 55	\$ 3,165	
Prepare Presentation	1	2	4							4			2	4	17	\$ 2,230	\$ -	\$ 50	\$ 2,280	
Attend Design Analysis Review Meeting		8	12												20	\$ 3,600	\$ -	\$ 305	\$ 3,905	\$ 21,000
Design Basis Memorandum (Kick-off mtg / planning)		1	2		1					1					5	\$ 810	\$ -	\$ 13	\$ 823	
FDEP Coordination / meeting minutes		2	4							4					10	\$ 1,450	\$ -	\$ 50	\$ 1,500	
Review / Revise Calculations		4	6	8	4					4					26	\$ 4,060	\$ -	\$ 50	\$ 4,110	
Prepare stability analysis and settlement analysis			6	8	2					4					20	\$ 2,920	\$ -	\$ 50	\$ 2,970	
Determine requirements for future berm construction		2	2	6						2					12	\$ 1,790	\$ 3,000	\$ 25	\$ 4,815	
Determine requirements for future GCCS modifications		4	6		4					2					16	\$ 2,710	\$ -	\$ 25	\$ 2,735	
Prepare Construction Cost Summary		2	6	6	4				6	4					28	\$ 4,100	\$ -	\$ 50	\$ 4,150	
Prepare Design Basis Memorandum		2	8	4	4	4				4			2	4	32	\$ 4,560	\$ -	\$ 55	\$ 4,615	
Prepare Design Basis Presentation	1	2	4							2			2	2	13	\$ 1,870	\$ -	\$ 25	\$ 1,895	
Design Basis Review Meeting (conference call)		2	4												6	\$ 1,070	\$ -	\$ -	\$ 1,070	
Prepare meeting Minutes		1	4											2	4	\$ 1,045	\$ -	\$ -	\$ 1,045	\$ 30,000
Client Meetings and Coordination (40 weeks)	1	10	8											2	21	\$ 3,710	\$ -	\$ -	\$ 3,710	\$ 4,000
<b>Subtotal Evaluation</b>	<b>4</b>	<b>62</b>	<b>129</b>	<b>80</b>	<b>56</b>	<b>69</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>70</b>	<b>25</b>	<b>0</b>	<b>10</b>	<b>28</b>	<b>536</b>	<b>\$ 80,050</b>	<b>\$ 19,280</b>	<b>\$ 2,107</b>	<b>\$ 101,437</b>	<b>\$ 103,000</b>

Figure 8-1  
Escambia County Perdido Landfill  
Section 5 Cell 1A Design  
Fee Estimate  
Jones Edmunds Opportunity Number: 95140-030-15

Task	Hours															Costs				Subtotal Tasks
	Porject Officer	Senior Project Manager	Project Manager	Project Engineer	Senior Project Engineer	Project Scientist	Project Scientist	Senior Construction Administrator	Construction Administrator	Senior CAD Designer	Senior Field Representative	Field Representative	Senior Technical Editor	Senior Administrative Assistant	Total	Labor Cost	Subconsult. Cost	Other Direct Costs	Total Costs	
Wetlands Mitigation																				
Baseline / Reporting (Spring 2015)		1	1				32			8	32			4	78	\$ 9,465	\$ -	\$ 708	\$ 10,173	\$ 10,000
Wetland Enhancement							2			2	8			4	16	\$ 1,660	\$ 20,000	\$ 25	\$ 21,685	\$ 22,000
Time-Zero Monitoring / Reporting (Fall 2015)		1	1				24			6	24			1	57	\$ 7,020	\$ -	\$ 683	\$ 7,703	\$ 8,000
Year 1 Maintenance							2			2	8			4	16	\$ 1,660	\$ 15,000	\$ 25	\$ 16,685	
Year 1 First Semi-Annual Monitoring		1	1				24			6	24			1	57	\$ 7,020	\$ -	\$ 681	\$ 7,701	
Year 1 Second Semi-Annual Monitoring		1	1				24			6	24			1	57	\$ 7,020	\$ -	\$ 683	\$ 7,703	
Year 1 Reporting		1	1				4			6	12		1	2	27	\$ 3,050	\$ -	\$ 77	\$ 3,127	\$ 35,000
Year 2 Maintenance							2			2	8			4	16	\$ 1,660	\$ 12,000	\$ 25	\$ 13,685	
Year 2 First Semi-Annual Monitoring		1	1				24			6	24			1	57	\$ 7,020	\$ -	\$ 681	\$ 7,701	
Year 2 Second Semi-Annual Monitoring		1	1				24			6	24			1	57	\$ 7,020	\$ -	\$ 683	\$ 7,703	
Year 2 Reporting		1	1				4			6	12		1	2	27	\$ 3,050	\$ -	\$ 77	\$ 3,127	\$ 32,000
Year 3 Maintenance							2			2	8			4	16	\$ 1,660	\$ 10,000	\$ 25	\$ 11,685	
Year 3 First Semi-Annual Monitoring		1	1				24			6	24			1	57	\$ 7,020	\$ -	\$ 683	\$ 7,703	
Year 3 Second Semi-Annual Monitoring		1	1				24			6	24			1	57	\$ 7,020	\$ -	\$ 681	\$ 7,701	
Year 3 Reporting		1	1				4			6	12		1	2	27	\$ 3,050	\$ -	\$ 77	\$ 3,127	\$ 30,000
Client Meetings and Coordination (3 years)	1	4	4				4				4			2	19	\$ 2,860	\$ -	\$ -	\$ 2,860	\$ 3,000
Subtotal Wetlands Mitigation	1	15	15	0	0	0	224	0	0	76	272	0	3	35	641	\$ 77,255	\$ 57,000	\$ 5,814	\$ 140,069	\$ 140,000

Figure 8-1  
Escambia County Perdido Landfill  
Section 5 Cell 1A Design  
Fee Estimate  
Jones Edmunds Opportunity Number: 95140-030-15

Task	Hours															Costs				Subtotal Tasks
	Porject Officer	Senior Project Manager	Project Manager	Project Engineer	Senior Project Engineer	Project Scientist	Project Scientist	Senior Construction Administrator	Construction Administrator	Senior CAD Designer	Senior Field Representative	Field Representative	Senior Technical Editor	Senior Administrative Assistant	Total	Labor Cost	Subconsult. Cost	Other Direct Costs	Total Costs	
<b>Stormwater Development</b>																				
Constructibility Evaluation	1	4							8	4					17	\$ 2,350	\$ -	\$ 50	\$ 2,400	\$ 2,000
Review Calculations	1	2		2	16					4					25	\$ 4,170	\$ -	\$ 50	\$ 4,220	\$ 4,000
Provide Permit Extension Requests (Kick-off mtg / planning)		2	2							0					4	\$ 730	\$ -	\$ -	\$ 730	
FDEP Wetlands Resource Permit					2									1	3	\$ 445	\$ -	\$ -	\$ 445	
FDEP Stormwater Management System Permit					2									1	3	\$ 445	\$ -	\$ -	\$ 445	
USACE Wetlands Permit					2									1	3	\$ 445	\$ -	\$ -	\$ 445	\$ 2,000
Prepare Bid Documents (Kick-off mtg / planning)	1	4	8		8				2		2				25	\$ 4,260	\$ -	\$ -	\$ 4,260	
Prepare Drawings (27 sheets)		4	8		8				2	40					62	\$ 7,620	\$ -	\$ 500	\$ 8,120	
Prepare Front-Ends (22 Specs)		4	8		8				2						22	\$ 3,820	\$ -	\$ -	\$ 3,820	
Prepare Technical Specifications (14 Specs)		4	8		8				2						22	\$ 3,820	\$ -	\$ -	\$ 3,820	
Prepare CQA Plan		4	8		8				2						22	\$ 3,820	\$ -	\$ -	\$ 3,820	
Prepare Opinion of Probable Costs		4	8	8	8				2	8					38	\$ 5,740	\$ -	\$ 100	\$ 5,840	\$ 30,000
Bid Phase Services (Kick-off mtg / planning)		2	2		2			2		2					10	\$ 1,590	\$ -	\$ 25	\$ 1,615	
Attend Pre-Bid Meeting		12	12												24	\$ 4,380	\$ -	\$ 303	\$ 4,683	
Respond to RFIs		8	12		16					8			1	4	49	\$ 7,685	\$ -	\$ 100	\$ 7,785	
Provide Addenda		4	8		8								4	8	32	\$ 4,680	\$ -	\$ -	\$ 4,680	
Review Bids		2												1	3	\$ 475	\$ -	\$ -	\$ 475	
BOCC Meeting	1	12	12											1	26	\$ 4,695	\$ -	\$ 303	\$ 4,998	\$ 24,000
Construction Phase Services (Kick-off mtg / planning)	1	2	2					2	2		2	2		2	15	\$ 2,060	\$ -	\$ -	\$ 2,060	
Submit FDEP / USACE Notifications		2	2											2	6	\$ 900	\$ -	\$ 2	\$ 902	
Conformed Documents		2	2							16				2	22	\$ 2,420	\$ -	\$ 210	\$ 2,630	
Contract Administration (4 months)		32	64						68		6	6		68	244	\$ 32,200	\$ -	\$ 227	\$ 32,427	
Submittal Review		6	8	6	2				24					16	62	\$ 8,000	\$ -	\$ -	\$ 8,000	
Construction CQA (4 months)		6	16								102	204		16	344	\$ 33,300	\$ 44,880	\$ 3,861	\$ 82,041	
Substantial Completion		4	12	6	2				6					2	32	\$ 4,940	\$ -	\$ -	\$ 4,940	
Final Completion		4	12	6	2				6					2	32	\$ 4,940	\$ -	\$ -	\$ 4,940	
Construction Completion Report		2	12	6	2				6	8	8		2	6	52	\$ 6,700	\$ -	\$ 100	\$ 6,800	\$ 145,000
Client Meetings and Coordination (95 weeks)	4	12	16			20			4		2			2	60	\$ 9,740	\$ -	\$ -	\$ 9,740	\$ 10,000
<b>Subtotal Stormwater Development</b>	<b>9</b>	<b>144</b>	<b>242</b>	<b>34</b>	<b>104</b>	<b>20</b>	<b>0</b>	<b>4</b>	<b>136</b>	<b>90</b>	<b>122</b>	<b>212</b>	<b>7</b>	<b>135</b>	<b>1,259</b>	<b>\$ 166,370</b>	<b>\$ 44,880</b>	<b>\$ 5,831</b>	<b>\$ 217,081</b>	<b>\$ 217,000</b>

Figure 8-1  
Escambia County Perdido Landfill  
Section 5 Cell 1A Design  
Fee Estimate  
Jones Edmunds Opportunity Number: 95140-030-15

Task	Hours															Costs				Subtotal Tasks
	Porject Officer	Senior Project Manager	Project Manager	Project Engineer	Senior Project Engineer	Project Scientist	Project Scientist	Senior Construction Administrator	Construction Administrator	Senior CAD Designer	Senior Field Representative	Field Representative	Senior Technical Editor	Senior Administrative Assistant	Total	Labor Cost	Subconsult. Cost	Other Direct Costs	Total Costs	
<b>Landfill Development</b>																				
Site Specific Survey		1	12							10				1	24	\$ 3,270	\$ 4,000	\$ 433	\$ 7,703	\$ 8,000
Constructibility Evaluation	1	8	8		8	8		8	8	8				2	59	\$ 8,880	\$ -	\$ 100	\$ 8,980	\$ 9,000
Review Calculations		4	16	16	16	8				8				2	70	\$ 10,790	\$ -	\$ 100	\$ 10,890	\$ 11,000
FDEP Solid Waste Permit Modification and Renewal (Kick-off mtg / planning)		2	2	2	2	2			2	2			2	2	18	\$ 2,480	\$ -	\$ 25	\$ 2,505	
FDEP Pre-Application Meeting / Coordination		8	8	8	8	8				8				2	50	\$ 7,610	\$ -	\$ 101	\$ 7,711	
Attend Client Review Meeting		12	12												24	\$ 4,380	\$ -	\$ 303	\$ 4,683	
Prepare Application (34 drawings)	1	30	40	40	80	40			8	200			16	32	487	\$ 63,240	\$ -	\$ 2,514	\$ 65,754	
Prepare RAI	1	8	24	6	24	16				32			6	16	133	\$ 18,410	\$ -	\$ 403	\$ 18,813	\$ 99,000
FDEP Title V Permit Design Plan (Kick-off mtg / planning)	1	2	2	2	2	2			2	2			2	2	19	\$ 2,710	\$ -	\$ 25	\$ 2,735	
FDEP Pre-Application Meeting / Coordination		4	4							8				2	18	\$ 2,390	\$ -	\$ 100	\$ 2,490	
Attend Client Review Meeting		4	4												8	\$ 1,460	\$ -	\$ -	\$ 1,460	
Prepare Application (Design Plan)		4	4		24					8			4	8	52	\$ 7,640	\$ -	\$ 101	\$ 7,741	
Prepare RAI		2	8							4			1	4	19	\$ 2,575	\$ -	\$ 51	\$ 2,626	\$ 17,000
Prepare Bid Documents (Kick-off mtg / planning)	1	2	2		2			2	4	4	4	4	1	2	28	\$ 3,525	\$ -	\$ 51	\$ 3,576	
Prepare Drawings (43 sheets)		8	16		24	16		2	8	160		8		8	250	\$ 28,750	\$ -	\$ 2,017	\$ 30,767	
Prepare Front-Ends (22 Specs)		8	16		8			2	8			8	8	24	82	\$ 10,550	\$ -	\$ 2	\$ 10,552	
Prepare Technical Specifications (27 Specs)		8	16	8	24	8		2	8			8	8	24	114	\$ 15,750	\$ -	\$ 3	\$ 15,753	
Prepare CQA Plan		8	16	8	8			2	8			2	4	24	80	\$ 10,780	\$ -	\$ 6	\$ 10,786	
Prepare Opinion of Probable Costs	1	8	16	16	16	16		2	8	16					99	\$ 14,820	\$ -	\$ 203	\$ 15,023	\$ 86,000
Bid Phase Services (Kick-off mtg / planning)	1	2	4		2	2		2	2	2	2	2			21	\$ 3,070	\$ -	\$ 25	\$ 3,095	
Attend Pre-Bid Meeting		12	12						12					1	37	\$ 5,905	\$ -	\$ 347	\$ 6,252	
Respond to RFIs		8	12		12					12	6			2	52	\$ 7,700	\$ -	\$ 152	\$ 7,852	
Provide Addenda	1	8	8							8			2	6	33	\$ 4,630	\$ -	\$ 108	\$ 4,738	
Review Bids														2	2	\$ 170	\$ -	\$ -	\$ 170	
BOCC Meeting	1	12	12											2	27	\$ 4,780	\$ -	\$ 303	\$ 5,083	\$ 27,000
Construction Phase Services (Kick-off mtg / planning)	1	2	4					2	2		2	2		2	17	\$ 2,400	\$ -	\$ -	\$ 2,400	
Submit FDEP Notifications		2	4											2	8	\$ 1,240	\$ -	\$ -	\$ 1,240	
Conformed Documents	1	2	6	8					8	24			2	6	57	\$ 6,760	\$ -	\$ 300	\$ 7,060	
Contract Administration (8 months)	1	136	272						544		6	6		306	1,271	\$ 165,420	\$ -	\$ 3,648	\$ 169,068	
Submittal Review		20	40	60	32	16			80					120	368	\$ 47,280	\$ -	\$ -	\$ 47,280	
Construction CQA (8 months)	1	8	24								1,020	2,040		45	3,138	\$ 290,195	\$ 30,000	\$ 38,616	\$ 358,811	
Dewatering CQA		4	24	24		24			33	4				8	121	\$ 16,840	\$ 20,000	\$ 353	\$ 37,193	
Soil Testing		4	24	12		24			33	4				8	109	\$ 15,100	\$ 20,000	\$ 353	\$ 35,453	
Geosynthetic Testing		4	24	24		24			33	4				8	121	\$ 16,840	\$ 40,000	\$ 353	\$ 57,193	
Substantial Completion		12	24	8					2	2				8	56	\$ 8,690	\$ -	\$ 328	\$ 9,018	
Final Completion		12	24	8	16	8				2				2	72	\$ 11,980	\$ -	\$ 328	\$ 12,308	
Construction Completion Report / Record Drwngs	1	12	24	16	16	40		8	40	32	8	16	8	100	321	\$ 38,270	\$ -	\$ 410	\$ 38,680	\$ 776,000
Client Meetings and Coordination (105 weeks)	8	40	80			40			40					16	224	\$ 35,200	\$ -	\$ 5,654	\$ 40,854	\$ 41,000
<b>Subtotal Landfill Development</b>	<b>22</b>	<b>431</b>	<b>848</b>	<b>266</b>	<b>324</b>	<b>302</b>	<b>0</b>	<b>32</b>	<b>893</b>	<b>564</b>	<b>1,048</b>	<b>2,096</b>	<b>64</b>	<b>799</b>	<b>7,689</b>	<b>\$ 902,480</b>	<b>\$ 114,000</b>	<b>\$ 57,816</b>	<b>\$ 1,074,296</b>	<b>\$ 1,074,000</b>
<b>Total</b>	<b>36</b>	<b>652</b>	<b>1,234</b>	<b>380</b>	<b>484</b>	<b>391</b>	<b>224</b>	<b>36</b>	<b>1,035</b>	<b>800</b>	<b>1,467</b>	<b>2,308</b>	<b>84</b>	<b>997</b>	<b>10,125</b>	<b>\$ 1,226,155</b>	<b>\$ 235,160</b>	<b>\$ 71,568</b>	<b>\$ 1,532,883</b>	



## 9 EXCLUSIONS AND CONDITIONS

The following items are specific exclusions to and conditions of this Scope of Work. Excluded items may be provided as Additional Services at additional costs to this proposal. The exclusions and conditions are organized by subject.

### 9.1 DATA AND INFORMATION PROVIDED BY ESCAMBIA COUNTY

DSWM will provide the following information, data, or documents to complete the project:

- All tonnage and capacity analysis data in electronic format required to estimate the operational schedule.
- All permit drawings in CAD format.
- The most recent survey in CAD format.
- Design decisions based on the Pre-Design. After DSWM acceptance of the Design Analysis, changes in design decisions may result in changes to the Compensation, and Jones Edmunds will discuss with DSWM how to proceed.
- Review and comments on draft submittals within 10 days of submittal.

### 9.2 RESPONSIBILITY FOR DESIGN

1. Escambia County is requesting that Jones Edmunds adopt work performed by HDR as part of the Section 5 landfill and stormwater permitting and design. To use another engineer's work, Jones Edmunds and DSWM shall follow the procedures and meet requirements of Florida Administrative Code (FAC) Chapter 61G15-27.001 – PROCEDURES FOR THE ADOPTION OF ANOTHER'S WORK.
2. DSWM will notify HDR by certified letter of the intention to use or reuse the original work. Jones Edmunds will assist DSWM with drafting this letter.
3. As required by FAC Chapter 61G15-27.001, Jones Edmunds will review and evaluate the original Section 5 permit documents prepared by HDR. Jones Edmunds will provide DSWM with an opinion of risk associated with the reliance on this information. DSWM will provide all available design and permitting documents. Eliminating all risk from other's work is impossible because of limitations on the availability of information associated with using these documents.
4. Because the original design was intended for permitting purposes, reviewing, evaluating, and using the design to produce bid and construction documents may result in problems with accuracy, workability, and completeness. Specific to the Stormwater Development phase, Jones Edmunds intends to use the currently permitted design. If redesign or revisions are required for workability and completeness, Jones Edmunds will discuss with DSWM how to proceed with the required redesign or revision and the impact on permitting or modifications.
  - a. MSE Berm: The Scope of Work does not include use, review, or evaluation of the MSE berm. The MSE berm is not included in the permitting, design, bid documents, or construction documents.
  - b. Stormwater Ponds: The Scope of Work includes use of the stormwater collection and treatment system, ponds, and infrastructure design prepared by HDR. The Scope of Work does not include ERP, Wetland Resource, and USACE permit modifications. If DSWM provides the original CAD drawings, the effort to use the current permit documents will be reduced.

## Exhibit "A"

- c. Landfill: The Scope of Work includes redesign of the Section 5 Cell 1A bottom liner grading as directed by DSWM. This will require redesign and revision of the landfill design documents. The current permit documents will be used as the concept for the redesign. To the extent possible, permitting changes will be minimized to minimize permit modification requirements. If DSWM provides the original CAD drawings, the effort to use the current permit documents will be reduced.

### 9.3 GENERAL CONDITIONS

1. The fee estimate is based on the existing site conditions to the best of our knowledge. Significant deviations from these conditions may require additional costs.
2. FDEP and USACE permitting fees are not included as part of this Scope of Work.
3. The quantities and labor hours used for this fee estimate are intended as documentation and justification for the total cost of the project. Deviations or changes in the quantities and labor hours between tasks in the Scope of Work will be determined by Jones Edmunds.

### 9.4 BIDDING

1. The County will be responsible for advertising, distributing the bid package, receiving and logging questions from bidders, and issuing addenda to prospective bidders. Also, the County will keep the plan holders list and prepare and provide the bid tabulation based on the measurement and payment items required in the bids.
2. Services required to assist DSWM and County Purchasing in addressing a bid protest are not included.

### 9.5 CONSTRUCTION

1. Compensation is based on stormwater facility construction contract duration of 6 months to Substantial Completion and an additional month to achieve Final Completion. Extension of the construction contract time may require additional fees for construction administration services and CQA services.
2. Compensation is based on landfill construction contract duration of 12 months to Substantial Completion and 2 additional months to achieve Final Completion. Extension of the construction contract time may require additional fees for construction administration services and CQA services.
3. Water use permitting required for dewatering activities is excluded from this Scope of Work; this will be included in Contractor's scope of work if required.
4. This Scope of Work is based on performing a second review of deficient submittals. Additional submittal review will be at the Contractor's expense in accordance with the Contract Documents.
5. Reviewing requests for substantial deviations or "or equals" from the approved plans and technical specifications is excluded from this Scope of Work.
6. As-built surveys preparation (including topographic surveying of as-built site conditions) is excluded from this Scope of Work and will be performed by the Contractor as specified in the Contract Documents.
7. Revisions to the design plans and technical specifications due to changes in existing conditions at the site at the time of execution of this task order are excluded from this Scope of Work.
8. Obtaining a County building permit will be performed by the Contractor as specified in the Contract Documents using signed-and-sealed drawings provided by Jones Edmunds or the original engineer as applicable.

## Exhibit "A"

9. Permit fees, plan review fees, and other regulatory fees are excluded from this Scope of Work and are to be paid directly by the County.