

**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)**

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## AGREEMENT

THIS AGREEMENT is made and entered into this 10th day of December, 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 One Million Seventy Four Thousand Dollars (\$1,074,000.00) for this tasks Landfill Development, Bid Assistance, Construction Assistance, additional stormwater development tasks, additional dewatering design and permitting, and revisions to the previously proposed engineering services during construction for the landfill development.

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 One Million Seventy Four Thousand Dollars (\$1,074,000.00) 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: December 10, 2015

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

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

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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  
Project 2 - Landfill Development Scope of Work**

Escambia County | November 2015



**Escambia County**  
**Department of Solid Waste Management**  
**Perdido Landfill Section 5 Cell 1A**  
**Project 2 - Landfill Development Task 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

November 2015

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## 1 INTRODUCTION

The Escambia County Department of Solid Waste Management (DSWM) selected Jones Edmunds & Associates, Inc. and its sub-consultants to provide engineering services for the Perdido Landfill Section 5 Cell 1A Design (PD 14-15.022). Under this Scope of Work, Jones Edmunds will provide professional services to assist DSWM with design, permitting, bidding, and construction services for the Perdido Landfill Section 5 Cell 1A landfill cell and associated stormwater system and wetlands mitigation. Design direction from DSWM included removing the mechanically stabilized earth (MSE) berm and dividing the project into separate design and construction tasks. The purpose of removing the MSE berm is to significantly reduce construction costs. The purpose of separating the stormwater development from the landfill development tasks is to meet stormwater permitting deadlines and potentially reducing stormwater construction costs.

### 1.1 FIRST PHASE

This project was divided into two separate phases. The first phase is included in the current purchase order (PO No.: 151246) issued May 12, 2015. This effort includes Section 5 Cell 1A Pre-Design, Wetland Mitigation, and Stormwater Development tasks. Notice to proceed was issued May 26, 2015. The status of these tasks is summarized below.

#### 1.1.1 PRE-DESIGN TASK

The pre-design task included developing Technical Memorandums (listed below), which established the design criteria for Cell 5 1A.

- Pre-Design TM#1 – Development Cost-Benefit Analysis (completed August 20, 2015).
- Pre-Design TM#2 – Preliminary Dewatering Design (completed August 24, 2015).
- Pre-Design TM#3 – Landfill Design Basis (completed September 9, 2015).
- Pre-Design TM#4 – Dewatering Investigation Summary (in progress).

The TMs will serve as the basis of design and contain specific design details that will be used in this work. TM#3 is a living document that will be revised and refined as the landfill design progresses. This Scope of Work is based on the results reached in the TMs.

#### 1.1.2 WETLAND MITIGATION TASK

The wetland mitigation task includes meeting the requirements of the US Army Corps of Engineers (USACE) permit requirements for performing wetland enhancement, monitoring, and reporting. The wetland mitigation tasks are summarized below:

- Baseline Investigation (completed July 14, 2015).
- USACE Notifications (completed August 8, 2015).
- Invasive Exotic plant treatment (completed August 28, 2015).
- Time-Zero Report (in progress).
- 2016 Semi-Annual Monitoring, Enhancement, and Reporting (future effort).

## Exhibit "A"

- 2017 Semi-Annual Monitoring, Enhancement, and Reporting (future effort).
- 2018 Semi-Annual Monitoring, Enhancement, and Reporting (future effort).

### 1.1.3 STORMWATER DEVELOPMENT TASK

The stormwater development task has had a change in scope from our original SOW proposal as a result of our analysis of the original permit documents. Our previous proposal was based on the assumption:

*“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”.*

Based on the original permit that included the MSE berm, we have significantly changed the site grading, conveyance, and we have the opportunity to increase the southeast pond size. Based on discussions with DSWM, we have been directed to pursue the increased pond size, develop a site specific stormwater model (using ICPR), design for the regrading, revise the construction drawings, and submit a Florida Department of Environmental Protection (FDEP) permit determination request. The FDEP permit determination request described the changes to the permit based on the following:

- The impervious area is not changing and is the area of the landfill and the associated roads and infrastructure.
- The treatment volume is not changing and is based on the impervious area.
- Stormwater basin delineation and pond areas are not changing.
- The landfill stormwater collection system is not changing, this is a system of down-comers routed to a network of concrete-lined ditches.

As part of the FDEP permit determination request we contended that the changes to the Cell 1A area should not require a permit modification, however, FDEP has requested a minor permit modification that will include the ICPR modelling, application form, and site plan. We are preparing the minor modification permit application. This application should not affect the current schedule.

Removal of the MSE berm alters the slopes of the conveyance and the travel time of the stormwater. However, the post-development run-off is reduced from the pre-development conditions.

The revised stormwater development tasks are summarized below:

- Permit extension requests and notifications (in progress).
- Stormwater modeling calculations, design, and permitting (in progress).
- Prepare Bid Documents, including design drawings, technical specifications, and opinion of probable construction costs (in progress).
- Perform engineering services during construction (future effort).

Because of the changes to the stormwater scope of work, we have revised the landfill development tasks to include these tasks in the second phase of this project (see Section 2 for more detail).

## 1.2 SECOND PHASE

This revised SOW presents the effort for the second phase of this project. This effort includes additional stormwater development tasks, additional dewatering design and permitting, and revisions to the previously proposed engineering services during construction for the landfill development. These revisions were accomplished by performing a more detailed analysis of the engineering efforts during construction. We assumed reduced hours for resident observation and reduced subconsultant construction quality assurance testing. With these changes we have been able to maintain the original cost proposal for the landfill development task. Section 2 describes the landfill development task.

## 2 LANDFILL DEVELOPMENT

As previously proposed during the Landfill Development phase of the Section 5 Cell 1A project, Jones Edmunds will provide the engineering services to complete the construction of the Section 5 Cell 1A landfill. This phase includes modifying the FDEP solid-waste permit, preparing bid documents, providing bid-phase services, and providing construction-phase services. Title V services are limited to modifying the Perdido Landfill Gas Collection and Control System (GCCS) Design Plan to include the Section 5 Cell 1A. GCCS design is limited to portions of the system that are within the limits of Section 5 Cell 1A.

Based on the information gathered during the pre-design task, we determined that this project phase will require additional stormwater design and permitting effort and additional dewatering treatment and permitting efforts. There are no proposed changes to the efforts for solid waste permitting, Title V permitting, bid document preparation, and bidding services. Each of these changes in proposed efforts are described in more detail below

### 2.1 ADDITIONAL STORMWATER-DESIGN

The design of the stormwater-management facilities was more extensive than originally estimated because eliminating the MSE berm resulted in significant changes to grading, civil design development, and stormwater modeling. We were required to perform new stormwater modeling to complete the stormwater design and permitting (see Section 1.1.3). The additional effort also includes submitting a permit determination request to FDEP and we will address FDEP permitting requirements as necessary to complete the stormwater development task and provide a functioning stormwater-management system. Because of the design changes, Jones Edmunds will modify the design and prepare signed-and-sealed permitting and construction documents.

### 2.2 ADDITIONAL DEWATERING ANALYSIS AND PERMITTING

Based on our Pre-Design investigation, the groundwater quality within the Section 5 Cell 1A includes elevated levels of iron and manganese above the groundwater and surface water standards. Other constituents were also found, but these do not exceed the standards. As a result, additional effort is required to perform dewatering calculations, investigating dewatering effluent discharge requirements, and determining dewatering effluent permitting requirements. Preliminary efforts have already been performed as part of the dewatering investigation (see TM#1, TM#2, and TM#4 listed in Section 1.1.1), but more detailed analysis is required to meet FDEP treatment and analysis standards.

### 2.3 SOLID-WASTE PERMITTING

No changes from the previous proposal are proposed for the solid permitting cost proposal. Jones Edmunds will prepare and submit a solid-waste-permit-modification application package to update the Section 5 Cell 1A design. This Scope of Work assumes that the permit modification and renewal applications will be combined into one submittal.

## Exhibit "A"

The list below includes the application requirements and expected effort. The application will incorporate recent Rule changes as applicable:

- Coordinate, attend, and prepare meeting minutes for a web-based FDEP pre-application meeting.
- Prepare the permit renewal and Section 5 Cell 1A permit modification documents. Table 2-1 shows the permit renewal and modifications sections we expect to prepare 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 new section that will be added to the application.

**Table 2-1 Landfill Development Permit Renewal and Modification Application Sections**

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 Criterial for Landfills	Update
Part G. Landfill Construction Requirements	Revise
Design Drawings	Revise
General Sheets	Revise
Survey	Revise
Plan Sheets	Revise
Sections	Revise
Details	Revise
Construction Quality Assurance (CQA) Plan and Technical Specifications	Add
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

## Exhibit "A"

- Prepare one response document, if FDEP responds with a request for additional information (RAI) after reviewing the permit-application package. If FDEP's comments require more than one RAI, or if additional design effort is required, Jones Edmunds will contact the County about how to proceed.

### **Deliverables:**

- Pre-application meeting minutes.
- Draft permit-application package in pdf format for DSWM's review.
- Draft permit drawing set in pdf format at 50% and 90% completion for DSWM's review and comment. This Scope of Work does not include significant revisions to the design elements by DSWM after these submittals.
- Final permit-application package.
  - One electronic copy and two paper copy, including full-size and half-size drawings, for DWSM.
  - Electronic copy submittal to FDEP.
- Draft response to FDEP RAI in pdf format for DSWM's review.
- Final response to FDEP RAI.
  - One electronic copy and two paper copies, including full-size and half-size drawings, for DWSM.
  - Electronic copy submittal to FDEP.

## **2.4 BID DOCUMENTS**

No changes from the previous proposal are proposed for the Bid Document preparation cost proposal. Before the permitting process concludes, Jones Edmunds will begin preparing the bid documents, which will involve updating the design drawings, contract requirements, technical specifications, and CQA plan to include updated existing conditions and additional details required for a successful construction project. For this task, Jones Edmunds will:

1. Prepare construction documents for landfill construction based on the selected bottom liner grading plan determined during the pre-design. Table 2-2 presents the permit drawings and construction drawings included in this Scope of Work.
2. Prepare contract requirements based on Jones Edmunds' Division 1 specifications.
3. Prepare technical specifications in accordance with the Construction Specifications Institute's 16-division format. Table 2-3 presents the permit application and construction technical specifications included in this Scope of Work.
4. Prepare a CQA plan, including the CQA team members, procedures, and guidelines.
5. Prepare an opinion of probable construction costs. We will prepare the cost estimate using Jones Edmunds' standard forms and format and provide a summary based on the project's measurement and payment schedule.

## Exhibit "A"

**Table 2-2 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
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



## Exhibit "A"

Permit Drawings	Bid Document Drawings <sup>1</sup>
	Leachate Collection System Details
	Leachate Riser Details
	Electrical Legends and Abbreviations
	Electrical Site Plan
	Electrical Riser Diagram
	Pump Station Electrical Plan
	Pump Control Panel One-Line Diagram
	Electrical Details
	Electrical Section
<b>34 Permit Drawings</b>	<b>46 Bid Document Drawings</b>

Note: <sup>1</sup>Mechanically stabilized earth (MSE) berm drawings and specifications are not included based on DSWM's decision to eliminate the MSE berm.

**Table 2-3 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

## Exhibit "A"

Permit Specifications	Bid Document Specifications <sup>1</sup>
	02370 Erosion and Sedimentation Control
	02600 Stormwater Facilities
	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
6 Permit Specifications	48 Bid Document Specifications

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

### **Deliverables:**

1. Draft bid package for DSWM's review.
2. Opinion of probable construction costs.
3. Final bid package in pdf format submitted to the County Purchasing Department for solicitation. Full-size or half-size paper copies will be provided as requested.

## **2.5 BID-PHASE SERVICES**

No changes from the previous proposal are proposed for the bid-phase services cost proposal. After Jones Edmunds submits the electronic bid packages to the County, Jones Edmunds will provide bid-phase services to support DSWM soliciting 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 the bidding period and prepare up to three addenda. Jones Edmunds will assist the County in verifying that the bids are complete and responsive.

For this task, Jones Edmunds will:

- Attend the pre-bid meeting at the Escambia County Perdido Landfill.
- Prepare responses to bidder question to clarify bid documents for incorporation on one addendum.

- Review bid tabulation.
- Evaluate bid packages from the three lowest bidders.

**Deliverables:**

- Pre-bid meeting minutes.
- One response to bidder questions for incorporation in one addendum.

**2.6 CONSTRUCTION-PHASE SERVICES**

Based on the Pre-Design investigations and analyses (see TMs listed in Section 1.1.), roadway work that will be completed as part of the stormwater development construction, and more detailed analysis of the construction requirements, we are able to reduce the construction –phase services cost proposal. Table 2-4 lists the assumed cost savings .

**Table 2-4 Construction-Phase Services Cost Savings**

Task	Previous Cost Estimate	Revised Cost Estimate	Reduced Cost
Construction CQA (8 months)	\$358,811	\$339,360	\$19,452
Soil Testing (Reduced soil testing requirements)	\$35,453	\$25,453	\$10,000
Geosynthetic Testing (Reduced Geosynthetic Testing Requirements)	\$57,193	\$37,318	\$19,875
Total Reduced Cost Estimate			\$49,327

Because the road construction will be incorporated into the stormwater development project, the Construction CQA task was reduced based on approximately 7 months of full-time field representative services. Construction of the landfill is still expected to be approximately 8 months, however, we expect that the field representative will not be on-site full-time during the entire 8 months. The reduced soil testing is a result of performing roadway work during the stormwater development project and the fact that the majority of the earthwork for the landfill will be excavation. The reduced geosynthetic testing is a result of a more detailed analysis of the geomembrane area and improved testing tracking systems developed by Jones Edmunds.

Construction-phase services include the following tasks:

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

**2.6.1 CONTRACT ADMINISTRATION**

Throughout the construction phase, Jones Edmunds will provide contract-administration services to track the status of the project and ensure that it is built according to the contract documents. As part of this task, we will prepare conformed construction documents, which include the signed contract requirements, agreement, insurance certificates, and bonds as well as the final drawings and specifications updated according to the addenda.

## Exhibit "A"

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

Jones Edmunds will assign a Construction Administrator (CA) to the project. During construction, the CA will:

- Communicate daily with Jones Edmunds' Resident Observer(s) (RO), the Contractor, and the County.
- Conduct onsite construction progress meetings at least once every 2 weeks and more frequently during liner installation. Jones Edmunds will prepare agendas and meeting minutes and distribute them to all attendees.
- Evaluate and make recommendations regarding the Contractor's Schedule of Values and monthly Applications for Payment.
- Evaluate and make recommendations regarding the Contractor's Critical Path Method Progress Schedule and monthly updates to the schedule.
- Provide technical assistance to resolve unforeseen conditions and unsatisfactory work.
- Clarify and interpret (in writing) the Contract Documents.
- Respond to the Contractor's Requests for Information (RFI).
- Evaluate and respond to the Contractor's and County's requests for minor modifications to the Contract Documents.
- Prepare and execute Work Change Directives (WCD) and Change Orders (CO) in accordance with the Contract Documents.
- Maintain a log of WCDs, Proposed Contract Modifications (PCM), Construction Field Orders (CFO), RFIs, COs, and pay applications to track the status of these documents.
- Review and comment on the red-line, as-built drawings of panel layouts prepared by the RO and the Contractor. These comments will appear as a summary of progress in the minutes of the regularly scheduled progress meetings.
- Notify FDEP and other regulatory agencies of construction and dewatering commencement.
- 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:**

- Pre-construction conference agenda and meeting minutes.
- Progress meeting agendas and minutes.
- Any of the following, as necessary: Clarifications and interpretations of the Contract Documents, WCDs, COs, PCMs, CFOs, RFIs,

## Exhibit "A"

- Recommendations for payment.
- Review comments for the Contractor's schedule.
- Certificate of Substantial Completion and punch list.

### 2.6.2 SUBMITTAL REVIEW

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

#### **Deliverables:**

- Copy of each submittal received, and a copy of each returned submittal with comments.
- Submittal log.
- FTP site with pdf copies of all received and returned submittals.

### 2.6.3 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 RO(s) will perform the CQA monitoring duties described in the CQA Plan. We assumed some reduced RO hours during construction. These reduced hours are a result of the additional construction that will be performed on the roadway as part of the stormwater development construction.

To reduce costs and support local business, we assume that some of the RO work will be performed by a local sub-consultant working with the Jones Edmunds RO. We assumed that the Jones Edmunds RO (Field Representative classification) will be onsite during construction (approximately 1,800 total hours over 8 months). If we exceed these assumed hours we will discuss how to proceed with the County.

Our proposal is based on the senior RO (Senior Field Representative classification) working approximately 900 hours. If we exceed these assumed hours we will discuss how to proceed with the County.

The RO(s) will coordinate with the Contractor and CA on weekly activities and adjust their effort accordingly. The RO(s) will complete daily observation reports (DOR), photograph daily activities, coordinate testing schedules, attend progress meetings, review preliminary Applications for Payment, and review the Contractor's red-line, as-built drawings.

An independent, third-party testing laboratory must test the geosynthetics. Therefore, Jones Edmunds will sub-contract the CQA geosynthetics testing to an appropriate testing firm. We will monitor CQA testing 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).

## Exhibit "A"

Upon further evaluation, we determined that the third-party testing costs may be to provide some costs savings. However, we also needed to make some adjustments to the ODC costs during construction to allow our RO staff to meet their responsibilities during construction phase services.

### **Deliverables:**

- DORs and photos of activities.
- Comments on the Contractor's red-line, as-built drawings.
- Copies of signed-and-sealed test results.

### 2.6.4 CONSTRUCTION CERTIFICATION

Jones Edmunds will prepare the Certification of Construction Completion and the accompanying completion report in accordance with FDEP requirements. The report will summarize the activities of the project and include:

- An engineer's certification, signed and sealed by a Florida-licensed Professional Engineer.
- Record drawings and surveys.
- Documentation of any deviations from the permitted design.

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

This task includes Jones Edmunds' effort to respond to FDEP RAIs on the Certification of Construction Completion and summary report, as necessary.

### **Deliverables:**

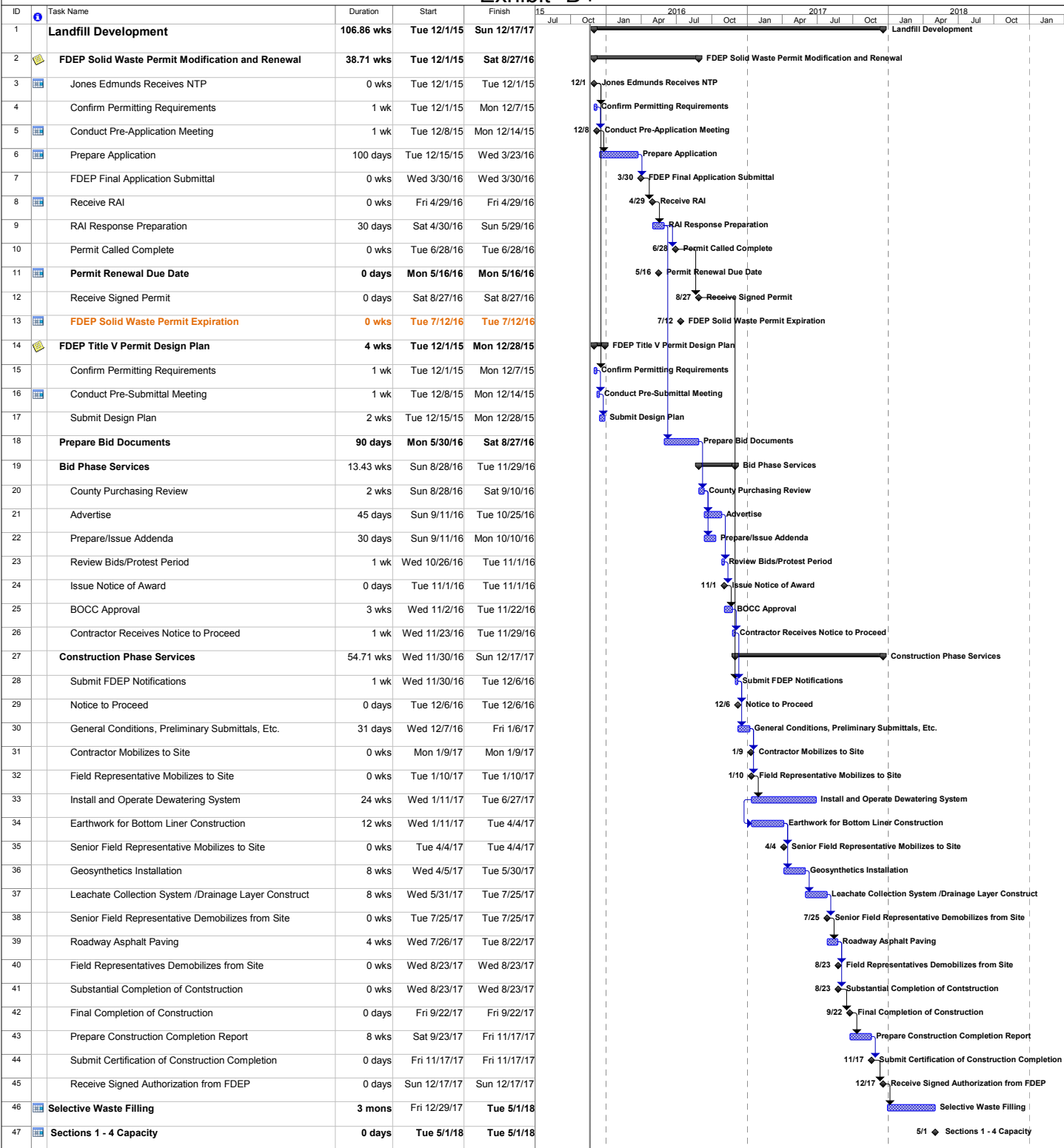
- Draft Completion Report in pdf format for the County's review.
- Certification of Construction Completion, completion report, and record drawings.
  - a. Two signed-and-sealed copies and one electronic copy on CD for the County.
  - b. One electronic copy on CD for FDEP.
- Responses to RAIs, as necessary.
  - a. Two signed-and-sealed copies and one electronic copy on CD for the County.
  - b. One electronic copy on CD for FDEP.

### 3 SCHEDULE

Figure 3-1 shows the schedule for completing this Landfill Development Scope of Work. In general, the duration of the work is expected to be approximately 2 years beginning December 2015 and continuing through December 2017. Stormwater-facility construction will be completed by March 2017, and landfill construction will be completed with approval for filling in 2017. This schedule includes the following design and scheduling tasks:

- Landfill Development to meet the operational deadline:
  - Prepare permit modifications and renewal.
  - Prepare bid documents.
  - Perform bid-phase and construction-phase services.
    - Eight-month-maximum construction timeframe.
    - Begin waste filling 2017.

Figure 3-1  
Section 5 Cell 1A Landfill Development Schedule





## 4 COMPENSATION

Jones Edmunds will provide the professional services for the tasks described in this Scope of Work on a lump-sum basis for a total fee of \$1,074,000. Jones Edmunds will invoice the County monthly based on an estimated percent complete. The compensation was calculated using standard rates. Table 4-1 shows compensation by task, and Figure 4-1 provides the detailed tasks and fees. The highlighted line items show the changes from the previous SOW cost proposal.

**Table 4-1 Compensation by Task**

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

The lump-sum fee is based on Jones Edmunds' current understanding of the project needs and site conditions. Figure 4-1 is provided for justification of our fee estimate. Deviations or changes in the distribution of labor hours, subcontractor fees, and reimbursable expenses within a task or between tasks may occur to complete the work.

**Figure 4-11**  
**Exhibit C**  
**Escambia County Perdido Landfill**  
**Section 5 Cell 1A Design**  
**Fee Estimate**  
**Jones Edmunds Opportunity Number: 95140-030-15**

Task	Project Officer	Senior Project Manager	Project Manager	Project Engineer	Senior Project Engineer	Project Scientist	Project Scientist
	\$ 230	\$ 195	\$ 170	\$ 145	\$ 180	\$ 145	\$ 145
<b>Standard Hourly Rates (2015)</b>							
<b>Landfill Development</b>							
Additional Stormwater Design and Permitting	1	4	24	56	42		
Additional Dewatering Treatment Design and Permitting	1	2	16	16	16	32	16
Site Specific Survey		1	12				
Constructibility Evaluation	1	8	8		8	8	
Review Calculations		4	16	16	16	8	
FDEP Solid Waste Permit Modification and Renewal (Kick-off mtg / planning)		2	2	2	2	2	
FDEP Pre-Application Meeting / Coordination		8	8	8	8	8	
Attend Client Review Meeting		12	12				
Prepare Application (34 drawings)	1	30	40	40	80	40	
Prepare RAI	1	8	24	6	24	16	
FDEP Title V Permit Design Plan (Kick-off mtg / planning)	1	2	2	2	2	2	
FDEP Pre-Application Meeting / Coordination		4	4				
Attend Client Review Meeting		4	4				
Prepare Application (Design Plan)		4	4		24		
Prepare RAI		2	8				
Prepare Bid Documents (Kick-off mtg / planning)	1	2	2		2		
Prepare Drawings (43 sheets)		8	16		24	16	
Prepare Front-Ends (22 Specs)		8	16		8		
Prepare Technical Specifications (27 Specs)		8	16	8	24	8	
Prepare CQA Plan		8	16	8	8		
Prepare Opinion of Probable Costs	1	8	16	16	16	16	
Bid Phase Services (Kick-off mtg / planning)	1	2	4		2	2	
Attend Pre-Bid Meeting		12	12				
Response to Bidder Questions	1	16	20		12		
Review Bids	1	12	12				
BOCC Meeting			12				
Construction Phase Services (Kick-off mtg / planning)	1	2	4				
Submit FDEP Notifications		2	4				
Conformed Documents	1	2	6	8			
Contract Administration (8 months)	1	136	260				
Submittal Review		20	40	60	32	16	
Construction CQA (8 months)	1	8	24				
Dewatering CQA		4	24	24		24	
Soil Testing (Reduced soil testing requirements)		4	24	12		24	
Geosynthetic Testing (Reduced Geosynthetic Testing Requirements)		4	24	24		24	
Substantial Completion		12	24	8			
Final Completion		12	24	8	16	8	
Construction Completion Report / Record Drwngs	1	12	24	16	16	40	
Client Meetings and Coordination (105 weeks)	8	40	80			40	
<b>Revised Subtotal Project 2 - Landfill Development</b>	<b>24</b>	<b>437</b>	<b>888</b>	<b>338</b>	<b>382</b>	<b>334</b>	<b>16</b>
<b>Previous Subtotal Project 1</b>							
<b>Previous Subtotal Project 2</b>							
<b>Total</b>	<b>38</b>	<b>658</b>	<b>1,274</b>	<b>452</b>	<b>542</b>	<b>423</b>	<b>240</b>

**Figure 4-11**  
**Exhibit C**  
**Escambia County Perdido Landfill**  
**Section 5 Cell 1A Design**  
**Fee Estimate**  
**Jones Edmunds Opportunity Number: 95140-030-15**

Task	Hours						
	Senior Construction Administrator	Construction Administrator	Senior CAD Designer	Senior Field Representative Construction	Field Representative Construction	Senior Technical Editor	Senior Administrative Assistant
Standard Hourly Rates (2015)	\$ 155	\$ 120	\$ 95	\$ 105	\$ 85	\$ 105	\$ 85
<b>Landfill Development</b>							
Additional Stormwater Design and Permitting			60			4	18
Additional Dewatering Treatment Design and Permitting	8		16			1	8
Site Specific Survey			10				1
Constructibility Evaluation	8	8	8				2
Review Calculations			8				2
FDEP Solid Waste Permit Modification and Renewal (Kick-off mtg / planning)		2	2			2	2
FDEP Pre-Application Meeting / Coordination			8				2
Attend Client Review Meeting							
Prepare Application (34 drawings)		8	200			16	32
Prepare RAI			32			6	16
FDEP Title V Permit Design Plan (Kick-off mtg / planning)		2	2			2	2
FDEP Pre-Application Meeting / Coordination			8				2
Attend Client Review Meeting							
Prepare Application (Design Plan)			8			4	8
Prepare RAI			4			1	4
Prepare Bid Documents (Kick-off mtg / planning)	2	4	4	4	4	1	2
Prepare Drawings (43 sheets)	2	8	160		8		8
Prepare Front-Ends (22 Specs)	2	8			8	8	24
Prepare Technical Specifications (27 Specs)	2	8			8	8	24
Prepare CQA Plan	2	8			2	4	24
Prepare Opinion of Probable Costs	2	8	16				
Bid Phase Services (Kick-off mtg / planning)	2	2	2	2	2		
Attend Pre-Bid Meeting		12					1
Response to Bidder Questions			20	6		2	8
Review Bids							2
BOCC Meeting							2
Construction Phase Services (Kick-off mtg / planning)	2	2		2	2		2
Submit FDEP Notifications							2
Conformed Documents		8	24			2	6
Contract Administration (8 months)		544		6	6		306
Submittal Review		80					120
Construction CQA (8 months)				900	1,800		45
Dewatering CQA		33	4				8
Soil Testing (Reduced soil testing requirements)		33	4				8
Geosynthetic Testing (Reduced Geosynthetic Testing Requirements)		33	4				8
Substantial Completion		2	2				8
Final Completion			2				2
Construction Completion Report / Record Drwngs	8	40	32	8	16	8	100
Client Meetings and Coordination (105 weeks)		40					16
<b>Revised Subtotal Project 2 - Landfill Development</b>	<b>40</b>	<b>893</b>	<b>640</b>	<b>928</b>	<b>1,856</b>	<b>69</b>	<b>825</b>
<b>Previous Subtotal Project 1</b>							
<b>Previous Subtotal Project 2</b>							
<b>Total</b>	<b>44</b>	<b>1,035</b>	<b>876</b>	<b>1,347</b>	<b>2,068</b>	<b>89</b>	<b>1,023</b>

**Figure 4-11**  
**Exhibit C**  
**Escambia County Perdido Landfill**  
**Section 5 Cell 1A Design**  
**Fee Estimate**  
**Jones Edmunds Opportunity Number: 95140-030-15**

Task	Costs				
	Total	Labor Cost	Subconsult. Cost	Other Direct Costs	Total Costs
Standard Hourly Rates (2015)					
<b>Landfill Development</b>					
Additional Stormwater Design and Permitting	209	\$ 28,420		\$ 1,058	\$ 29,478
Additional Dewatering Treatment Design and Permitting	132	\$ 19,045		\$ 508	\$ 19,553
Site Specific Survey	24	\$ 3,270	\$ 4,000	\$ 433	\$ 7,703
Constructibility Evaluation	59	\$ 8,880	\$ -	\$ 100	\$ 8,980
Review Calculations	70	\$ 10,790	\$ -	\$ 100	\$ 10,890
FDEP Solid Waste Permit Modification and Renewal (Kick-off mtg / planning)	18	\$ 2,480	\$ -	\$ 25	\$ 2,505
FDEP Pre-Application Meeting / Coordination	50	\$ 7,610	\$ -	\$ 101	\$ 7,711
Attend Client Review Meeting	24	\$ 4,380	\$ -	\$ 303	\$ 4,683
Prepare Application (34 drawings)	487	\$ 63,240	\$ -	\$ 2,514	\$ 65,754
Prepare RAI	133	\$ 18,410	\$ -	\$ 403	\$ 18,813
FDEP Title V Permit Design Plan (Kick-off mtg / planning)	19	\$ 2,710	\$ -	\$ 25	\$ 2,735
FDEP Pre-Application Meeting / Coordination	18	\$ 2,390	\$ -	\$ 100	\$ 2,490
Attend Client Review Meeting	8	\$ 1,460	\$ -	\$ -	\$ 1,460
Prepare Application (Design Plan)	52	\$ 7,640	\$ -	\$ 101	\$ 7,741
Prepare RAI	19	\$ 2,575	\$ -	\$ 51	\$ 2,626
Prepare Bid Documents (Kick-off mtg / planning)	28	\$ 3,525	\$ -	\$ 51	\$ 3,576
Prepare Drawings (43 sheets)	250	\$ 28,750	\$ -	\$ 2,017	\$ 30,767
Prepare Front-Ends (22 Specs)	82	\$ 10,550	\$ -	\$ 2	\$ 10,552
Prepare Technical Specifications (27 Specs)	114	\$ 15,750	\$ -	\$ 3	\$ 15,753
Prepare CQA Plan	80	\$ 10,780	\$ -	\$ 6	\$ 10,786
Prepare Opinion of Probable Costs	99	\$ 14,820	\$ -	\$ 203	\$ 15,023
Bid Phase Services (Kick-off mtg / planning)	21	\$ 3,070	\$ -	\$ 25	\$ 3,095
Attend Pre-Bid Meeting	37	\$ 5,905	\$ -	\$ 347	\$ 6,252
Response to Bidder Questions	85	\$ 12,330	\$ -	\$ 252	\$ 12,582
Review Bids	27	\$ 4,780	\$ -	\$ -	\$ 4,780
BOCC Meeting	14	\$ 2,210	\$ -	\$ 311	\$ 2,521
Construction Phase Services (Kick-off mtg / planning)	17	\$ 2,400	\$ -	\$ -	\$ 2,400
Submit FDEP Notifications	8	\$ 1,240	\$ -	\$ -	\$ 1,240
Conformed Documents	57	\$ 6,760	\$ -	\$ 300	\$ 7,060
Contract Administration (8 months)	1,259	\$ 163,380	\$ -	\$ 3,648	\$ 167,028
Submittal Review	368	\$ 47,280	\$ -	\$ -	\$ 47,280
Construction CQA (8 months)	2,778	\$ 257,195	\$ 30,000	\$ 45,289	\$ 332,484
Dewatering CQA	121	\$ 16,840	\$ 20,000	\$ 353	\$ 37,193
Soil Testing (Reduced soil testing requirements)	109	\$ 15,100	\$ 10,000	\$ 353	\$ 25,453
Geosynthetic Testing (Reduced Geosynthetic Testing Requirements)	121	\$ 16,840	\$ 27,000	\$ 353	\$ 44,193
Substantial Completion	56	\$ 8,690	\$ -	\$ 328	\$ 9,018
Final Completion	72	\$ 11,980	\$ -	\$ 328	\$ 12,308
Construction Completion Report / Record Drawings	321	\$ 38,270	\$ -	\$ 410	\$ 38,680
Client Meetings and Coordination (105 weeks)	224	\$ 35,200	\$ -	\$ 5,654	\$ 40,854
<b>Revised Subtotal Project 2 - Landfill Development</b>	<b>7,670</b>	<b>\$ 916,945</b>	<b>\$ 91,000</b>	<b>\$ 66,055</b>	<b>\$ 1,074,000</b>
<b>Previous Subtotal Project 1</b>					<b>\$ 460,000</b>
<b>Previous Subtotal Project 2</b>					<b>\$ 1,074,000</b>
<b>Total</b>	<b>10,106</b>	<b>\$ 1,240,620</b>	<b>\$ 212,160</b>	<b>\$ 79,807</b>	<b>\$ 1,534,000</b>

## 5 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.

### 5.1 DATA AND INFORMATION PROVIDED BY ESCAMBIA COUNTY

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

- All permit drawings in CAD format.
- The most recent survey in CAD format.
- Design decisions based on the pre-design. After DSWM accepts 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.

### 5.2 RESPONSIBILITY FOR DESIGN

Jones Edmunds will adopt work performed by HDR as part of the Section 5 Cell 1A 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.

Jones Edmunds' successor professional engineers shall notify HDR professional engineers, their successors, or assigns by certified letter to the last known address of the original professional engineer of the successor's intention to use or reuse the original professional engineer's work.

As required by FAC Chapter 61G15-27.001, Jones Edmunds will review and evaluate the original Section 5 permit documents prepared by HDR and provide DSWM with an opinion of risk associated with relying on this information. DSWM will provide all available design and permitting documents.

#### 5.2.1 MSE BERM

The Scope of Work does not include the use, review, design, or evaluation of the MSE berm. The MSE berm will not be included in the design, bid documents, or construction documents. This change from the original HDR design will only apply to Section 5 Cell 1A, permitting, design, and construction. The remainder of Section 5 is not included in this Scope of Work, and the original design remains unchanged.

#### 5.2.2 DESIGN MODIFICATIONS

This Scope of Work includes modifying the stormwater collection and treatment system, ponds, and infrastructure designed by HDR; this includes modifying the Environmental Resource Permit. The Scope of Work does not include wetland resource or United States Army Corps of Engineers (USACE) permit modifications.

#### 5.2.3 LANDFILL REDESIGN

The Scope of Work includes redesigning the Section 5 Cell 1A bottom liner grading as directed by DSWM. The redesign will require revision of the landfill-design documents. The current permit documents

## Exhibit "C"

will be used as the concept for the redesign. To the extent possible, permitting changes will be minimized to reduce permit-modification requirements. If DSWM provides the original CAD drawings, the effort to use the current permit documents will be reduced.

### **5.3 GENERAL CONDITIONS**

The fee estimate is based on our current knowledge and assessment of the existing site conditions. Significant deviations from these conditions may require additional work effort and fee.

FDEP, USACE, water management district, local, or any other permitting fees are not included as part of this Scope of Work.

The staffing, labor hours, subcontractor fees, and reimbursable expenses used for this fee estimate are intended as documentation and justification for the total cost of the project. Jones Edmunds will determine deviations or changes in the quantities and labor hours between tasks in the Scope of Work. Deviations or changes in the distribution of labor hours, subcontractor fees, and reimbursable expenses within a task or between tasks are not reason for nonpayment if the total project cost has not been exceeded.

### **5.4 BIDDING**

The County will advertise the project, distribute the bid package, receive bids, log questions from bidders, and issue addenda. 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 Contract Documents.

Services required to assist DSWM and County Purchasing in addressing a bid protest are not included.

### **5.5 WATER-USE PERMITTING**

Water-use permitting required for dewatering activities is excluded from this Scope of Work. It will be included in Contractor's scope of work if required.

### **5.6 CONSTRUCTION**

Compensation is based on a landfill construction contract duration of 8 months to Substantial Completion and 1 additional month to achieve Final Completion. Extension of the construction contract time may require additional fees for construction-administration services and CQA services.

This Scope of Work includes a second review of insufficient submittals. Additional submittal reviews will be at the Contractor's expense in accordance with the Contract Documents.

Reviewing requests for substantial deviations or "or equals" from the approved Contract Documents is excluded from this Scope of Work.

As-built survey 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.

Revisions to the design drawings 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.

The Contractor will obtain a County building permit, as specified in the Contract Documents, using signed-and-sealed drawings provided by Jones Edmunds or the original engineer, as applicable.

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