



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Public Hearing

D.4

9/24/2019

Subject:

Discussion and Adoption of the County's Final Budget Resolution for FY 2019-2020

Fiscal Impact:

Dept/Office:

Budget Office

Requested Action:

It is recommended that the Board of County Commissioners discuss and adopt the attached resolution establishing the final budget for FY 2019-2020 and authorize the Chair to sign the Resolution.

Summary Explanation and Background:

Budget Office personnel will read into record the County's FY 2019-2020 Budget Resolution. This resolution provides the documentation that permits the Budget Office to enter the final budget into the general records of the County.

Financial Impact:

Operating Budget:	\$584,410,695
Capital Improvements Program:	\$224,124,239
Reserves, Transfers and Debt Service:	\$526,380,613
Total:	<u>\$1,334,915,547</u>

Clerk to the Board Instructions:

Maintain necessary documents for records retention.



Natural Resources Management Department
2725 Judge Fran Jamieson Way
Building A, Room 219
Viera, Florida 32940

BOARD OF COUNTY COMMISSIONERS

Inter-Office Memo

TO: Bryan Lober, Chair

THROUGH: Frank Abbate, County Manager
John Denninghoff, Assistant County Manager
Virginia Barker, Director, Natural Resources Management Department (NRM) *VB*
Bach McClure, Stormwater Manager (NRM) *BM*

FROM: Carolina Alvarez, Engineer II (NRM) *CA*

DATE: February 24, 2020

SUBJECT: Construction Contract with Cathcart Construction Company-Florida LLC, Inc and Gregori Construction, Inc., for the construction of eleven baseflow basin projects

On September 24, 2019 the Board of County Commissioners adopted Resolution No. 19-172, establishing the final budget for 2019-2020 approving the Natural Resources Management Department capital improvements program Ditch Outfall Denitrification projects in all five Commission Districts. On January 24, 2017 the Board of Commissioners approved Florida Department of Environmental Protection DEP Agreement No. LP0511A (Legislative Funds) for Freshwater Discharges to IRL. Specifically, the Agreement is for the construction of approximately 20 ditch denitrification projects throughout Brevard, to improve water quality within stormwater conveyance systems identified as high nutrient loading areas to the Indian River Lagoon. Six projects have already been completed, two additional projects are in the design phase. Eleven projects were awarded to two contractors, through invitation to Bid 07-20-03. These eleven projects are on the approved CIP list. Ten of the projects were awarded to Cathcart Construction Company Florida LLC, for \$1,563,456.00; and one project to Gregori Construction, Inc., for \$156,088.00. Budget for the construction of the eleven projects will be covered by the legislative funding (\$383,170.00), the stormwater utility fees (\$891,036.00) and Save our Indian River Lagoon funding (\$445,338.00). There is additional budget in the stormwater program to cover engineering fees for these construction projects, if needed, and also to cover the remaining projects currently under design.

We respectfully request your signature on the enclosed originals, where indicated. Once signed, please call Carol Gerundo at 321-633-2014 for pick-up. If you have any questions please contact Carolina Alvarez.

Thank you in advance for your consideration.



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

September 25, 2019

MEMORANDUM

TO: Jill Hayes, Budget Office Director

RE: Item D.4., Discussion and Adoption of the County's Final Budget Resolution for Fiscal Year 2019-2020

The Board of County Commissioners, in special session on September 24, 2019, adopted Resolution No. 19-172, establishing the final budget for Fiscal Year 2019-2020. Enclosed is a certified copy of the Resolution.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/ds

Encl. (1)

cc: Finance

RESOLUTION NO. 19- 172

A RESOLUTION TO ADOPT A FINAL BUDGET PURSUANT TO CHAPTER 200, FLORIDA STATUTES, AUTHORIZING THE BOARD OF COUNTY COMMISSIONERS TO ADOPT THE FINAL OPERATING AND CAPITAL BUDGET FOR FISCAL YEAR 2019-2020 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 200.065, Florida Statutes, as amended, requires that the Board of County Commissioners of Brevard County, Florida, adopt a resolution establishing a budget for the ensuing fiscal year; and

WHEREAS, the Board of County Commissioners of Brevard County, Florida, advertised its intent to adopt an annual budget;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, that:

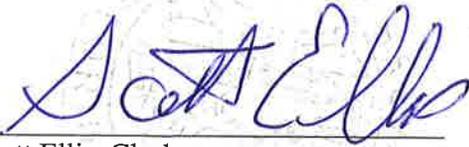
1. This Resolution is hereby adopted under the provisions of Section 200.065, Florida Statutes, as amended.
2. The Board of County Commissioners, Brevard County, Florida, as taxing and governing authority, does hereby adopt an operating and capital budget for the fiscal year beginning October 1, 2019 and ending September 30, 2020 in the amount of \$1,334,915,547.
3. A certified copy of this Resolution shall be filed with the Property Appraiser and the Tax Collector of Brevard County, Florida, and the Department of Revenue of the State of Florida.

4. This Resolution shall take effect immediately upon its adoption.

DONE, ORDERED AND ADOPTED, THIS 24th DAY OF SEPTEMBER, A.D., 2019.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA



Scott Ellis, Clerk

By: 

Kristine Isnardi, Chair

As approved by the Board on September 24, 2019.

ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2018/2019
- Over \$100,000 Annually -

COMMODITY/SERVICE	CONTRACT YEAR & RENEWAL OPTION	ESTIMATED ANNUAL EXPENDITURES (>\$100K)
Road Striping - Paint & Reflective Pavement Marking	Up to 5 years	\$150,000.00
Road Striping - Thermoplastic & Reflective Pavement Marking	Up to 5 years	\$1,400,000.00
SAP Support Services	Up to 5 years	\$150,000.00
SCAT Vehicle Fleet Maintenance & Repair Management Services	Up to 5 years	\$4,350,000.00
Security Services - Brevard Government Complexes	Up to 5 years	\$250,000.00
Security Services Unarmed - Multidepartmental	Up to 5 years	\$500,000.00
Select Common Fill - Same Road Landfill	Up to 5 years	\$100,000.00
Select Common Fill - for Landfills (CDF Only)	Up to 5 years	\$883,000.00
Septic Tank, Grease Trap, Lift Station & Sewage Hauling Services	Up to 5 years	\$140,000.00
Sodium Hypochlorite Supply Services	Up to 5 years	\$250,000.00
Soil Cement Pub Mill Mix	Up to 5 years	\$180,000.00
Soil Cement with Oil Injection	Up to 5 years	\$100,000.00
Street Sweeping and Inlet Basket Cleaning	Up to 5 years	\$100,000.00
Structured Cabling System - Small Projects/Limited Drop	Up to 5 years	\$100,000.00
Submersible Pump and Motor Repair Services	Up to 5 years	\$160,000.00
TDC - Website Development & Maintenance Services	Up to 5 years	\$200,000.00
Temporary Employment Services	Up to 5 years	\$250,000.00
Temporary Traffic Control Devices	Up to 5 years	\$100,000.00
Tire Shredding & Disposal Services	Up to 5 years	\$335,000.00
Traffic Sign Materials	Up to 5 years	\$100,000.00
Traffic Signal Construction, Rehab, Maintenance & Emergency Repairs	Up to 5 years	\$250,000.00
Transportation of Dead Bodies	Up to 6 years	\$167,000.00
Travel Media Relations (For TDO)	Up to 5 years	\$200,000.00
Tree Trimming and Removal Services	Up to 5 years	\$150,000.00
Trucking Services	Up to 5 years	\$110,000.00
Uniform Apparel: Fire Rescue	Up to 5 years	\$100,000.00
Water & Wastewater Treatment Chemicals - Sodium Hypochlorite (Brevard County Cooperative Bid)	Up to 5 years	\$100,000.00
Welding/Medical Gases & Supplies	Up to 5 years	\$100,000.00

**ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2018/2019**

- Over \$100,000 Annually -

COMMODITY/SERVICE	CONTRACT YEAR & RENEWAL OPTION	ESTIMATED ANNUAL EXPENDITURES (>\$100K)
Aggregate (57 Stone & P&a Gravel)	Up to 5 years	\$200,000.00
Agricultural & Aquatic Chemicals	Up to 5 years	\$270,000.00
Asphaltic Concrete	Up to 5 years	\$4,300,000.00
Automotive Parts	Up to 5 years	\$100,000.00
Brevard County Government 2019/2020 Health Plan	5 years	Dependent on plan participants
Bunker Gear for Brevard County Fire Rescue	5 yr. & 5 (1 yr.) renewals	\$300,000.00
Cab & Chassis Trucks and Other Fleet Equipment	Up to 5 years	\$1,000,000.00
Cold in Place Recycling	Up to 5 years	\$100,000.00
Computer Equipment, Peripherals & Services	Up to 5 years	\$100,000.00
Concrete Pipe	Up to 5 years	\$300,000.00
Concrete Sidewalk, Curb, and Gutter Construction	Up to 5 years	\$340,000.00
Consultant Professional Engineering Services, A&E, Roofing Services - All departments	Up to 5 years	Varies per CIP Project and Tasking
Continuing Roofing Contracting Services	Up to 5 years	Varies per CIP Project and Tasking
Contracted Seasonal Recreation Worker Services for P&R	Up to 5 years	\$640,000.00
Copy Machine Rental	5 yr. & 1 (1 yr.) renewal	\$500,000.00
County Dental Insurance	3 yr. & 1 (1 yr.) renewal	
County Group Vision Plan	3 yr. & 2 (1 yr.) renewals	
Debt Collection Services	3 Years	
Deceased Removal and Transport	Up to 5 years	\$140,000.00
Disaster Debris Removal and Recovery Management Services	5 yr. & no renewals	
Disaster Debris Removal Services	5 yr. & no renewals	
Electrical Contractor Services - Hourly	Up to 5 years	\$265,000.00
Electronics Waste Recycling Services	Up to 5 years	\$175,000.00
Emergency Generator Repair & Maintenance	Up to 5 years	\$100,000.00
EMS Billing Services	Up to 5 years	\$630,000.00
Fencing (Brevard County Cooperative Bid)	Up to 5 years	\$210,000.00
Fertilizers	5 yr. & 5 (1 yr.) renewals	\$100,000.00
Fire Rescue Equipment	Up to 5 years	\$150,000.00
Floor Cleaning - Countywide	Up to 5 years	\$167,000.00
Full Depth Reclamation	Up to 5 years	\$100,000.00
Gasoline, Diesel, Fuel Oils (Brevard County Cooperative Bid)	Up to 5 years	\$3,500,000.00
Grassing Services (Brevard County Cooperative Bid)	Up to 5 years	\$380,000.00
HVAC & Ice Machine Services	Up to 5 years	\$200,000.00
HVAC for Maintenance	Up to 5 years	\$1,200,000.00
Inlets, Manholes, & Grates	Up to 5 years	\$485,000.00
Janitorial Services - County Wide	Up to 5 years	\$465,000.00
Janitorial Supplies	Up to 5 years	\$185,000.00
Laboratory Testing & Related Professional Services	Up to 5 years	\$200,000.00
Landfill Stormwater Collection & Gas System Repairs & Installation	Up to 5 years	\$100,000.00
Landscape Design & Detailing Maintenance Sys (Complete) - Facilities	Up to 5 years	\$150,000.00
Lawn Maintenance - Parks & Rec	Up to 5 years	\$249,000.00
Lawn Maintenance (Full Detail) - Merritt Island, District 2	Up to 5 years	\$185,000.00
Lawn Services - Full (Public Works): Mow, Irrigation, Pesticide	Up to 5 years	\$150,000.00
Lime Rock for Solid Waste and Public Works	Up to 5 years	\$100,000.00
Marketing Services for SCAT	Up to 5 years	\$400,000.00
Medical Supplies (EMS) - (Brevard County Cooperative Bid)	Up to 5 years	\$1,800,000.00
Mix-In-Place Soil Cement	Up to 5 years	\$250,000.00
Mulching & Disposal Services for Yard Trash & Vegetative Waste (On Site)	Up to 5 years	\$1,250,000.00
Mulching & Yard Trash/Vegetative Disposal Services (Off Site)	Up to 5 years	\$1,500,000.00
Office Supplies	Up to 5 years	\$200,000.00
Personal Protection Equipment (PPE)	Up to 5 years	\$100,000.00
Petroleum Products - Lube Oil	Up to 5 years	\$100,000.00
Physical Examinations - Fire Rescue	Up to 5 years	\$225,000.00
Pipe, Cured-In-Place Pipe (CIPP)	Up to 5 years	\$3,000,000.00
Plans Examiner Services	Up to 5 years	\$300,000.00
Plumbing Services	Up to 5 years	\$100,000.00
Plumbing Supplies Catalog Discount	Up to 5 years	\$100,000.00
Polymer, Sludge Dewatering	Up to 5 years	\$150,000.00
Postal & Courier Services - Libraries	Up to 5 years	\$200,000.00
Pumpout Services for Cleaning Baffle Box & Sediment Collection Devices Countywide	Up to 5 years	\$180,000.00
Radio System (800 MHz) Maintenance Contract	Up to 5 years	\$500,000.00
Removal & Disposal of Dewatered Biosolids	Up to 5 years	\$230,000.00
Removal & Final Disposal of Mulch & Wood Waste	Up to 5 years	\$350,000.00
Retention Pond Mowing (Countywide): Natural Resources & Public Works	Up to 5 years	\$140,000.00
Road Construction Materials	Up to 5 years	\$4,000,000.00

Disaster Debris Removal & Recovery Management Services

This Contract, entered into this 17th day of September, 2020 by and between the Board of County Commissioners of Brevard County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Tetra Tech, Inc., a Delaware corporation authorized to do business in the State of Florida, hereinafter referred to as "CONTRACTOR" located at 2301 Lucien Way, Suite 120, Maitland, Florida 32751.

WITNESSETH

WHEREAS, the COUNTY wishes to provide disaster debris collection and disposal monitoring operations on behalf of the COUNTY and Partner Cities; and

WHEREAS, CONTRACTOR'S proposal was chosen through the procurement process to provide disaster debris monitoring;

NOW THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

- 1.1 Board** – The Brevard County Board of County Commissioners.
- 1.2 Contract** – means this document, Articles 1 – 10, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.3 Contract Administrator** – The Brevard County Manager, the Director of the Brevard County Solid Waste Management Department, or the designee of such County Manager or Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CONTRACTOR and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Contract as set forth herein.
- 1.4 County** – The Board as defined in Section 1.1 unless expressly provided otherwise.
- 1.5 Project** – The Project consists of the services described in Article 2.

- 1.6 **Task Order** – An enhanced description of a specific task that has been approved by the Contract Administrator and accepted by the CONTRACTOR that supplements the Scope of Services, Exhibit "A", with functional detail and limits on expense and date of completion for that specific task.

ARTICLE 2 SCOPE OF SERVICES

- 2.1 CONTRACTOR shall provide all services, materials, and equipment to perform the services described in Exhibit "A" Scope of Services, as agreed upon by written task orders executed by both Parties.

No work shall begin nor any cost incurred for any part of this Contract without an approved/executed Task Order with Notice to Proceed (NTP) issued by Brevard County. The Task Order will describe and define the scope of services items in operational terms and will identify a maximum amount of compensation to the CONTRACTOR for completion of the Task Order.

The Task Order must be approved by the Contract Administrator to be valid. Each Task Order will designate either a not to exceed or time and materials method for compensation and the maximum amount that can be incurred for the specific task. A time and material Task Order will specifically identify and estimate all expenses and time by staff member. Billing for staff time will apply the staff hourly labor rate as identified in Exhibit "B" times the number of hours worked on the task. Expenses will consist of the actual costs as demonstrated by receipts. No expenses or staff charge will be accepted for items not pre-approved within a Task Order.

- 2.2 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract, except ***that any changes to the Scope of Services must be accomplished by a written amendment, executed by the parties in accordance with Section 9.15*** as expressly authorized by the Board.
- 2.3 All work will be described by a Task Order form that will be signed by the Contract Administrator and shall describe the extent and limits of each task. No work shall be compensated that is not in accordance with an approved work Task Order. The prescribed Task Order form is included in Exhibit "B".

ARTICLE 3

TERM AND TIME OF PERFORMANCE

- 3.1 The term of this Contract shall begin on the date it is fully executed by both parties. The term will be for a period of Five Years (5) with no renewal option.
- 3.2 All duties, obligations and responsibilities of CONTRACTOR required by this Contract shall be completed no later than the deadlines established by the Contract Administrator. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 4

COMPENSATION

- 4.1 COUNTY agrees to pay CONTRACTOR, in the manner specified in Section 4.4, as compensation for work actually performed and completed pursuant to this Contract and as detailed in an approved Task Order Hourly Labor Rates as described in Section 4.2 and to reimburse CONTRACTOR for reimbursables as described in Section 4.3, which amounts shall be accepted by CONTRACTOR as full compensation for all such work.

It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon COUNTY's obligation to compensate CONTRACTOR for its services related to this Contract. This maximum amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Amounts paid to CONTRACTOR to reimburse its expenses must be pre-approved within a Task Order and documented to show actual costs. In the event that additional funds become available to COUNTY for enhancements to the Project, this Contract may be amended for the task to reflect the addition.

- 4.1.1 CONTRACTOR agrees that, if requested by a Brevard County municipality, CONTRACTOR shall enable the municipality to enter into an agreement for Disaster Debris Monitoring on the same basis as this Contract.

4.2 SALARY COSTS

The term Salary Costs as used herein shall mean the hourly labor rates as shown on Exhibit "B", attached hereto and made a part hereof, paid to all personnel engaged directly on the Project including, but not limited to, principals, managers, technicians, inspectors, monitors, scientists, analyst and clerks. The salary rates include sick leave, vacation, holiday, unemployment, excise and payroll taxes, contributions for social security, unemployment, compensation

insurance, retirement benefits, medical and insurance benefits; as well as, all other direct office expenses.

4.3 REIMBURSABLES

4.3.1 The CONTRACTOR shall be paid actual reimbursable expenses for each of its employees for each day worked pursuant to Brevard County Policy BCC-29 "Travel" and Administrative Order AO-21 "Travel" (Exhibit "C"), except as follows:

Administrative Order AO-21 "Travel"

IV. PER DIEM AND SUBSISTANCE

A. APPROVAL

Does not apply to the CONTRACTOR

D. MONETARY ADVANCES PRIOR TO TRAVEL

Does not apply to the CONTRACTOR

V. TRAVELERS EXPENSE REIMBURSEMENT REQUIREMENTS

A. Tetra Tech, Inc. employees will be required to submit expenses to Tetra Tech, Inc. accounts payable on standard Tetra Tech, Inc. expense report forms. All receipts shall be affixed to these expense reports. Tetra Tech, Inc. will provide a copy of these receipts with any reimbursement submitted to the County.

D. It is anticipated that Tetra Tech, Inc. employees will be using personal, rental or company vehicles during the execution of the work. The County will reimburse Tetra Tech, Inc. at the following rates:

1. Cost of rental vehicles supplied to employees. This does not include reimbursement for fuel costs.

2. Mileage reimbursements will be reimbursed at the County rate, currently \$0.580 cents per mile. This does include reimbursement for fuel costs.

G. Hotel Accommodations

Tetra Tech, Inc. will provide hotel accommodations to its employees at reasonable local rates.

I. Private Cellular Phone Use

Tetra Tech, Inc. will provide cellular phone services as follows:

1. Cellular phones or other communication devices specifically obtained to provide communication for the project will be reimbursed in full by the County which includes charges for air-time and monthly service base charges. These include cellular telephones assigned to Tetra Tech, Inc. employees assigned full time to the project and cellular phones provided to non-Tetra Tech, Inc. employees.

2. The County will reimburse only project related cellular phone communications charges (air-time) for Tetra Tech, Inc. employees not assigned to the project full-time.

4.3.2 The COUNTY agrees to reimburse CONTRACTOR for actual expenses incurred beyond those listed as follows:

a) Identifiable communication expenses approved by Contract Administrator, long distance telephone, courier and express mail between the CONTRACTOR's various permanent offices. The CONTRACTOR's field office at the Project site is not considered a permanent office.

Reimbursables covered hereby must have written approval of the Contract Administrator prior to payment of same.

b) Cost of printing, reproduction or photography which is required by or of CONTRACTOR to deliver services set forth in this Contract.

Reimbursables covered hereby must have the written approval of the Contract Administrator prior to payment of same.

c) Identifiable testing costs pre-authorized in writing by Contract Administrator.

d) All permit fees paid to regulatory agencies for approvals directly attributable to the Project, pre-authorized in writing by the Contract Administrator.

These permit fees do not include those permits required for the construction contractor.

e) Equipment or other items required to deliver services set forth in this Contract that is not included in 4.3 above including field office rental, specialized equipment rental or purchase, equipment purchased for non-Tetra Tech, Inc. employees or other items outlined in where reimbursement is requested will be delivered to the COUNTY upon completion of the project or when the use of the equipment is no longer required, unless the equipment or items are generally considered disposable.

4.3.3 Reimbursable subcontractor expenses are limited to the items described above when the subcontractor agreement provides for reimbursables expenses.

4.3.4 It is acknowledged and agreed to by CONTRACTOR that the dollar limitation set forth in Section 4.1 is a limitation upon and describes the maximum extent of, COUNTY's obligation to reimburse CONTRACTOR for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to incur such expenses in the performance of services hereunder. If COUNTY or Contract Administrator requests CONTRACTOR to incur expenses not contemplated in the amount for Reimbursables, CONTRACTOR shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by COUNTY prior to incurring such expenses.

4.4 METHOD OF BILLING AND PAYMENT

4.4.1 CONTRACTOR may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed; however, invoices for partial completion of Task Order(s) may be submitted. An original invoice plus one copy are due within thirty (30) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Contract expires. Invoices shall designate the nature of the services performed and/or the expenses incurred.

4.4.2 COUNTY shall pay upon receipt of CONTRACTOR's proper invoice, as required by the Brevard County "Prompt Payment of Invoices" Administrative Order #AO-33, as may be amended from time to time. To be deemed proper, all invoices must comply with the requirements set forth in this Contract and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator. Payment may be withheld for failure of CONTRACTOR to comply with a term, condition or requirement of this Contract.

4.5 Notwithstanding any provision of this Contract to the contrary, COUNTY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by CONTRACTOR or failure to comply with this Contract. When the above reasons for withholding payment are removed or resolved in a manner satisfactory to Contract Administrator, payment may be made. The amount withheld shall not be subject to payment of interest by COUNTY.

4.6 Payment will be made to the CONTRACTOR at: Tetra Tech, Inc., 2301 Lucien Way, Suite 120, Maitland, FL 32751.

**ARTICLE 5
INDEMNIFICATION**

5.1 CONTRACTOR shall at all times hereafter indemnify, hold harmless the COUNTY, its officers, agents, servants and employees against claims, losses, liabilities and expenditures, including reasonable attorney fees, court costs and expenses, caused by negligent act or omission of the CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property.

The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator any sums due CONTRACTOR under this Contract may be retained by COUNTY until all of the COUNTY's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COUNTY.

**ARTICLE 6
INSURANCE**

6.1 To ensure the indemnification obligation contained above, CONTRACTOR shall, at a minimum, provide, pay for and maintain in force at all times during the term of this Contract (unless otherwise provided), the insurance coverage's set forth in Sections 6.3, 6.4, 6.5 and 6.6, in accordance with the terms and conditions required by this Article. Each insurance policy shall clearly identify the foregoing indemnification as insured.

6.2 Said policy or policies shall be issued by approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in Brevard County, Florida. CONTRACTOR shall specifically protect COUNTY and the Brevard County Board of County Commissioners by naming COUNTY and the Brevard County Board of County Commissioners as additional insured under the Comprehensive General Liability Policy only.

6.3 Comprehensive General Liability Insurance

A comprehensive General Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- Premises and/or operations
- Independent contractors
- Products and/or Completed Operations for contracts
- Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or Indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

6.4 Business Automobile Liability

Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- Owned Vehicles
- Hired and Non-Owned Vehicles
- Employers' Non-Ownership

6.5 Workers' Compensation Insurance

Workers' Compensation insurance must apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(s) must include:

- Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000) each accident

If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

- 6.6** Professional Liability Insurance with the limits of liability provided by such policy to be no less than One Million Dollars \$1,000,000.

CONTRACTOR shall notify COUNTY in writing with thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy which would threaten to substantially impair the coverage available for this contract.

- 6.7** CONTRACTOR shall furnish to the Contract Administrator certified copies of Certificates of Insurance or endorsements evidencing the insurance coverage specified by this Article prior to beginning performance of work under this Contract.
- 6.8** Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONTRACTOR is completed. All policies must be endorsed to provide COUNTY with at least thirty (30) days notice of cancellation and/or restriction. If any of the insurance coverage will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

ARTICLE 7

PERFORMANCE BOND

Upon Notice to Proceed, the CONTRACTOR shall provide a Performance Bond (Surety Bond) in the amount of one hundred thousand dollars (\$100,000.00) to insure the successful performance under the terms and conditions of this Contract. The performance bond shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Services list of approved bonding companies which is published annually in the Federal Register, or by a Florida domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholder's surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Florida or owned by Florida residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Florida domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Florida.

The CONTRACTOR shall maintain the performance bond for the full term of this contract. Failure to comply shall be grounds for termination of this contract.

ARTICLE 8 CONTRACT CONTROVERSIES

- 81. COUNTY Termination for Cause.** The Contract may be terminated by the COUNTY for cause in the event of any breach hereof, including, but not limited to, CONTRACTOR's: (a) failing to carry forward and complete the Work as provided herein; (b) failing to comply with applicable laws, regulations, permits, or ordinances; (c) failing to timely correct defective Work; (d) making a general assignment for the benefit of its creditors; (e) having a receiver appointed because of insolvency; (f) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (g) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (h) making a material misrepresentation to the COUNTY regarding the Work; (i) failing to maintain a safe work site and to implement required safety practices; or (j) any other material breach of this Contract. In such event, the COUNTY shall provide CONTRACTOR with written notice of its intention to terminate this Contract, stating the nature of the deficiency and the effective date of termination. At the COUNTY's sole judgment and discretion, the COUNTY may afford CONTRACTOR an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the COUNTY may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient. In such event, CONTRACTOR shall not receive any further payment until the Work is completed by the COUNTY. CONTRACTOR shall be liable for all costs involved in completing the Work, including additional managerial and administrative services, which shall be offset against any amount due to CONTRACTOR.
- 8.2 COUNTY Termination for Convenience.** Notwithstanding any other provision hereof, the COUNTY may at any time terminate this Contract or any Work issued under it, in whole or in part, without cause, upon thirty (30) days written notice to CONTRACTOR. In such event, CONTRACTOR shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become COUNTY property. Upon receipt of notice, CONTRACTOR shall discontinue the Work on the date and to the extent specified therein and

shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. CONTRACTOR shall also make every reasonable effort to cancel, upon terms satisfactory to the COUNTY, all orders or subcontracts related to the terminated Work. CONTRACTOR may not claim any compensation not specifically provided for herein, including, but not limited to: loss of anticipated profits; idle equipment, labor, and facilities; any additional claims of subcontractors and vendors.

8.3 COUNTY Suspension for Cause. The COUNTY may issue a written partial or full Stop Work Notice in the event CONTRACTOR fails to comply with or is negligent in performing any provision hereof. All performance shall immediately cease as per such notice and no further billable costs shall be incurred. The COUNTY may terminate this Contract if CONTRACTOR fails or refuses to comply with a Stop Work Notice.

8.4 COUNTY Suspension for Convenience. The COUNTY may direct CONTRACTOR to stop Work, in whole or in part, whenever, in the COUNTY's sole judgment and discretion, such stoppage is necessary to ensure proper completion of the Work, avoid injury to third persons, or otherwise meet the COUNTY's objectives. The COUNTY shall provide CONTRACTOR not less than five (5) days written notice, except in emergency circumstances. CONTRACTOR shall immediately comply with such notice. Should such stoppage reasonably increase CONTRACTOR's cost, an equitable adjustment will be made by Change Order. The notice shall be effective until rescinded in writing, unless the period of suspension is stated in the notice.

8.5 Contractor's Right to Stop Work or Terminate Agreement.

(a) Stop Work. CONTRACTOR may stop work only under the following circumstances:

- (i) the Work is ordered temporarily discontinued by a court or other public authority;
- (ii) it is necessary to stop work in order to protect the safety of CONTRACTOR or third persons; or
- (iii) the COUNTY fails to pay CONTRACTOR when due any undisputed and adequately documented sum certified for payment by the COUNTY Project Manager. In such event, CONTRACTOR shall provide the COUNTY not less than seven

(7) days prior written notice of its intention to stop work, except in emergency circumstances or when necessary to prevent injury to persons or property.

(b) Termination. CONTRACTOR may terminate this Contract under only the following circumstances: (i) the Work is ordered discontinued by a court or other public authority, through no act or fault of CONTRACTOR, for a period of not less than three months; (ii) the COUNTY fails to pay CONTRACTOR when due any undisputed and adequately documented sum certified for payment by the COUNTY Project Manager. In such event, CONTRACTOR shall provide not less than twenty (20) days written notice of its intention to terminate and afford the COUNTY the opportunity to cure said deficiency within said time period.

(c) Duty to Perform. Except as expressly provided above, in the event of any event, dispute, or other matter arising under this Contract, CONTRACTOR shall fully perform the Work in accordance with the COUNTY's written instructions and may claim additional compensation as a Change Order, subject to the dispute resolution procedure.

8.6 Dispute Resolution.

(a) During the course of work. In the event any dispute arises during the course of the Work, CONTRACTOR shall fully perform the Work in accordance with the COUNTY's written instructions and may claim additional compensation. CONTRACTOR is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment, or other dispute resolution to the COUNTY's Project Manager no later than fifteen (15) calendar days after the precipitating event. If not resolved by the Project Manager within five (5) business days, the Project Manager shall forward the request to the County Manager who shall issue a written decision within fifteen (15) calendar days of receipt. This determination shall constitute final action of the COUNTY and shall then be subject to judicial review upon completion of the Work. CONTRACTOR shall proceed with the Work in accordance with said determination. This shall not waive CONTRACTOR's position regarding the matter in dispute.

(b) Invoices. In the event the COUNTY rejects an invoice as improper, and the CONTRACTOR declines to modify the invoice, the CONTRACTOR must notify the COUNTY in writing within ten (10) calendar days of receipt of notice of rejection that the CONTRACTOR will not modify the invoice and state the reason(s) therefor. Within five (5) business days of receipt of such notice, if not informally resolved through discussion with the COUNTY Project Manager, the

Project Manager shall forward the disputed invoice and the CONTRACTOR's written response to the County Manager. The matter shall then proceed as described in subsection (a), above.

**ARTICLE 9
EEO COMPLIANCE**

- 9.1** CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract.

CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding non-discrimination on the basis of disability) and all applicable regulations, guidelines and standards. In addition, CONTRACTOR shall take affirmative steps to ensure non-discrimination in employment against disabled persons.

- 9.2** CONTRACTOR's decisions regarding the delivery of services under this Contract shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery. CONTRACTOR shall not engage in or commit any discriminatory practice.
- 9.3** By execution of this Contract, CONTRACTOR represents and COUNTY hereby materially relies on such representation in entering into this Contract, that it has not been placed on the discriminatory vendor list as provided in (Section 287.134, Florida Statutes). An untrue representation of the foregoing shall entitle COUNTY to terminate this Contract and recover from CONTRACTOR all monies paid by COUNTY pursuant to this Contract and may result in debarment from COUNTY's competitive procurement activities.

**ARTICLE 10
MISCELLANEOUS**

10.1 OWNERSHIP

Any and all records, reports, photographs, surveys and other data, material, and documents provided or created in connection with this Contract, whether finished or unfinished, herein shall become the property of COUNTY and shall, upon request, be returned by the CONTRACTOR

to the COUNTY at the CONTRACTOR's expense at termination or expiration of this contract.

All records, reports, photographs, surveys and other data, materials, and documents delivered or transmitted to the CONTRACTOR by the COUNTY shall remain the property of COUNTY and shall be delivered by CONTRACTOR to the COUNTY, at the CONTRACTOR's expense, within seven (7) days of termination of this Contract by either party.

Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

10.2 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records and accounts of the CONTRACTOR that are related to this Project. CONTRACTOR shall keep such books, records and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records and accounts of CONTRACTOR shall be kept in written form or in a form capable of conversion into written form within a reasonable time and upon request to do so, CONTRACTOR shall make same available at no cost to COUNTY in written form. All records, books and accounts related to the performance of this Contract shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119 Florida Statutes.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of five (5) years after termination of this Contract.

If any audit has been initiated and audit findings have not been resolved at the end of the retention period of three (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

The State Auditor General, State Division of Emergency Management, US DHS-OIG, FEMA and federal auditors or State internal auditors shall have the option to audit all accounts directly pertaining to the contract for a

period of three (3) years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose for (3) years after final payment.

10.3 PUBLIC ENTITY CRIME ACT

CONTRACTOR represents that the execution of this Contract will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant, or other provider who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods, services or a contract for the construction or repair of a public building or public work, submit bids on leases of real property, be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the COUNTY and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list.

Violation of this section shall result in termination of this Contract and recovery of all monies paid by COUNTY pursuant to this Contract and may result in debarment from COUNTY's competitive procurement activities.

10.4 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Contract. Services provided by CONTRACTOR pursuant to this Contract shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of the COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to CONTRACTOR or CONTRACTOR's agents any authority of any kind to bind COUNTY in any respect whatsoever.

10.5 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor COUNTY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third-party beneficiaries to this Contract and that no party shall be entitled to assert a right or claim against either of them based upon this Contract.

10.6 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR BREVARD COUNTY

Solid Waste Management Department
Euripides Rodriguez, Director
Building A-118
2725 Judge Fran Jamieson Way
Viera, FL 32940

FOR TETRA TECH, INC.

Ms. Betty Kamara
2301 Lucien Way
Suite 120
Maitland, FL 32751

10.7 ASSIGNMENT AND PERFORMANCE

Neither this Contract nor any interest herein shall be assigned, transferred or encumbered by either party. In addition, CONTRACTOR shall not subcontract any portion of the work required by this Contract unless approved in writing by Contract Administrator.

CONTRACTOR represents that each person who will render services pursuant to this Contract is duly qualified to perform such services by all appropriate governmental authorities, where required and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CONTRACTOR shall perform its duties, obligations and services under this Contract in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

10.8 CONFLICTS

Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Contract.

CONTRACTOR further agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he, she or CONTRACTOR is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CONTRACTOR or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted pursuant to this Contract to utilize subcontractors to perform any services required by this Contract, CONTRACTOR agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CONTRACTOR.

10.9 MATERIALITY AND WAIVER OF BREACH

COUNTY and CONTRACTOR agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Contract and therefore, is a material term hereof.

COUNTY's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

10.10 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Contract.

This includes the Florida Department of Transportation Required Contract Provisions for Federal-Aid "FHWA-1273" as Exhibit "D", "Required Federal Provisions for Emergency Relief Program-Debris Monitoring Agreements" as

Exhibit "E", and "FEMA Required Contract Provisions" as Exhibit "F" attached hereto.

10.11 SEVERENCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

10.12 JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

10.13 PRIORITY OF PROVISIONS

If there is a conflict of inconsistency between any terms, statement, requirement or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Contract by reference and a term, statement, requirement or provision of Articles 1-9 of this Contract, the term, statement, requirement or provision contained in Articles 1-9 shall prevail and be given effect.

10.14 ATTORNEY'S FEES, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. In the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs. Venue for any legal action brought by any party to this Contract to interpret, construe or enforce this Contract shall be in a court of competent jurisdiction in and for Brevard County, Florida. By entering into this Contract, CONTRACTOR and COUNTY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Contract.

10.15 AMENDMENTS

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with

the same or similar formality as this Contract and executed by the Board and CONTRACTOR.

10.16 PRIOR AGREEMENTS

This document represents the full and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

10.17 DRUG-FREE WORKPLACE

It is a requirement of COUNTY that it enter into contracts only with firms that certify the establishment of a drug-free work place in accordance with Florida Statutes, Section 287.087. Execution of this Contract by CONTRACTOR shall serve as CONTRACTOR's required certification that it either has or that it will establish a drug-free work place in accordance with Florida Statutes, Section 287.087.

10.18 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

(a) The CONTRACTOR:

(1) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Construction Manager during the term of this Agreement; and

(2) shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement; and

(3) agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Owner consistent with the terms of the CONTRACTOR's enrollment in the program. This includes maintaining a copy of proof of the CONTRACTOR's and subcontractors' enrollment in the E-Verify Program.

(b) Compliance with the terms of this section is made an express condition of this Contract and the Owner may treat a failure to comply as a material breach of this Agreement.

(c) A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E verify program, the contractor hires or employs a person who is not eligible for employment.

(d) Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

10.19 NO INTEREST

Any monies which are the subject of a dispute regarding this Contract and which are not paid by COUNTY when claimed to be due shall not be subject to interest. All requirements inconsistent with this provision are hereby waived by CONTRACTOR.

10.20 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits "A" "B" "C" "D", "E", and "F" are incorporated into and made a part of this Contract.

10.21 REPRESENTATION OF AUTHORITY

Each individual executing this Contract on behalf of a party hereto does hereby represent and warrant that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party.

10.22 CONTINGENCY FEE

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract 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 CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For a breach or violation of this provision, COUNTY shall have the right to terminate this Contract without liability at its discretion, or to deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.23 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

10.24 SCRUTINIZED COMPANIES

- (a) The CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- (b) If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Agreement at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- (c) The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Section 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

ATTEST:



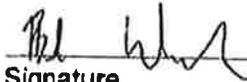
Scott Ellis, Clerk

Reviewed for legal form and content



Christine Valliere
Assistant County Attorney

WITNESS:



Signature

BRAD WESSELS

Name (printed or typed)

Accounting Manager

Title

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Bryan Andrew Lober, Chair

As approved by the Board on
September 24, 2019

TETRA TECH, INC.



Signature

Jonathan Burgiel

Name (printed or typed)

Business Unit President

Title

2301 Lucien Way, Suite 120

Mailing Address

Maitland, Florida 32751

City, State Zip

(407) 803-8501

Area Code/Telephone Number

EXHIBIT A
SCOPE OF SERVICES

SCOPE OF SERVICES

Disaster debris removal & recovery management contractors are sought to support Brevard County Solid Waste Management (*County*) and participating municipalities in the management of disaster debris removal & recovery resulting from but not limited to catastrophic events such as tornadoes and hurricanes. Please use the link <https://www.fdot.gov/statistics/fedaidd/default.shtm> for County and City FHWA eligible road maps relative to the area(s). The Contractors must demonstrate competence and professional qualifications in providing these services including knowledge of FEMA federal reimbursements. This agreement is dependent upon the number of disasters and doesn't guarantee or invoke an annual minimum. These services may involve comprehensive management of the County's disaster debris recovery program, including but are not limited to:

- Planning and execution of all debris collection and removal operations
- Road clearance scheduling
- Field monitors (FEMA), including but not limited to;
 - Training
 - Supervision
 - Equipment and vehicles
 - Ensuring a sufficient number of trained debris monitors are available to monitor "first push" operations.
 - Ensuring a sufficient number of trained debris monitors are available to monitor "first pass" and all subsequent passes of debris removal and hauling activities.
 - Providing tower/disposal site monitors to observe and record all debris loads entering the temporary debris management sites.
 - Providing tower/disposal site monitors to observe and record all debris loads exiting the temporary debris management sites for final disposal.
 - Providing data entry and document processing personnel, if applicable.
 - Conducting safety meetings with staff, as necessary.
 - Responding to and documenting issues regarding complaints, damages, accident or incidents involving the Consultant or Contractor personnel and ensure that they are fully documented and reported.
 - Hiring, training, and deploying supervising inspectors.
 - Scheduling, dispatching, and logistical operations of all team members.
 - Recording locations and nature (vegetative, C&D, or mixed) of all collected debris distinguished between first pass, second pass, etc.
- Site selection for debris processing including
 - Sand screening
 - Debris sorting
 - Grinding and mulching operations
 - Burning
 - Citizen drop-offs
- Environmental studies and mapping
- Management of designated debris staging and processing sites
- Providing other project management services, including FEDP, FDOT, and emergency operations communications
- Ensuring that FEMA receives all requirements for maximum federal reimbursements to the County, including but not limited to:
 - Field monitoring including but not limited to;
 - Verification that all debris picked up is a direct result of the disaster

- Ensuring that ineligible debris is not collected by the debris removal contractor
- Verification that the contractor is working in the assigned areas
- Maintaining photo documentation of each debris load evaluated at a tower/disposal site
- Documentation and reporting on damages which occur on public or private property as a result of debris removal operations
- Load ticket creation and processing
- Certifying the completeness of all load tickets
- Certifying that all outbound trucks and trailers are fully emptied prior to exiting the temporary debris disposal sites
- Truck and trailer certification including but not limited to;
 - Documentation of length, width, depth, gross volume in cubic yards, reduction areas such as dog boxes, net volume in cubic yards, vehicle tag number, company vehicle number, driver name and signature, verification of driver license status
 - Providing the necessary decals for debris collection vehicles for identification and tracking
 - Photographic documentation of each certified vehicle, including vehicle number, type, license plate, and driver
- Load ticket validation and all accounting services
- Filing/reporting of documents for FEMA reimbursement process
- Infrastructure damage and repair assessments
 - Verification of final disposal sites
- Verification of awarded disaster debris recovery contractors E-Verify
- Attending daily meetings to provide updates on progress, available resources, and anticipated operations for the day
- Provide GIS mapping

COMPREHENSIVE SUPPORT

In addition, selected contractor may be required to provide comprehensive community relations support during all phases of the disaster debris recovery including but not limited to:

- Provided the Board of County Commissioners comprehensive progress reports
- Damage complaint investigations and resulting resolution reports
- Media relations
- Preparing any necessary audio/visual products, including fact sheets
- Establishing telephone call centers
- Participating in public meetings

EXHIBIT B
CONTRACTOR RATES AND
TASK ORDER TEMPLATE

EXHIBIT B

BREVARD COUNTY DISASTER DEBRIS REMOVAL AND RECOVERY MANAGEMENT SERVICES

FEE SCHEDULE

DEBRIS PROGRAM MANAGEMENT POSITIONS AND HOURLY RATES

Labor Category	Hourly Rate
Field Project Manager	\$75.00
Deputy Field Project Manager/Technical Support	\$65.00
Operations Manager	\$63.00
Health and Safety Officer	\$59.00
Data Manager	\$59.00
Billing/Invoice Manager	\$49.00
GIS Operator	\$49.00
Field Supervisor	\$45.00
Billing/Invoice Analyst	\$39.00
Disposal Site Monitor	\$35.00
Collection Monitor	\$35.00
Citizen Drop-Off Site Monitor	\$32.00
Project Coordinator	\$34.00
Load Ticket Data Entry Clerk	\$32.00
Call Center Staff	\$32.00

PRE-DISASTER PLANNING & RECOVERY CONSULTING POSITIONS AND HOURLY RATES

Labor Category	Hourly Rate
Administrative Specialist I	\$44.00
Administrative Specialist II	\$48.00
Research Assistant	\$51.00
Proposal Coordinator	\$53.00
Comm. Technician	\$57.00
Help Desk Operator	\$62.00
Administrative Specialist III	\$64.00
Research Assistant II	\$66.00
Service Center/Logistics Specialist	\$68.00
Analytical Aide	\$75.00
Planning Aide	\$80.00
Project Control Specialist	\$83.00
Consulting Aide	\$90.00
Assistant Planner/Scientist/Assessor/Analyst	\$95.00
Program Planner/Scientist/Assessor/Analyst	\$100.00
System Administrator	\$105.00
Law Enforcement Subject Matter Expert/Trainer	\$110.00
Consultant/Planner/Scientist/Assessor/Analyst I	\$115.00

Labor Category	Hourly Rate
Fire/HAZMAT Subject Matter Expert/Trainer	\$122.00
Project Manager/Consultant/Planner/ Scientist/Assessor/Analyst II	\$125.00
Public Assistance/Grant Management Consultant	\$125.00
Project Manager/Consultant/Planner/Scientist/Assessor/Analyst III	\$135.00
Senior Planner/Assessor/Scientist/Analyst	\$145.00
Senior Consultant/Planner/Scientist/Assessor/Analyst	\$150.00
Supervising Consultant/Planner/Scientist/Assessor/Analyst	\$158.00
Senior Public Assistance/Grant Management Consultant	\$145.00
Project/Program Manager/Supervising Public Assistance Consultant	\$175.00
Senior Program Manager	\$192.00
Principal Consultant/Planner/Scientist/Assessor/Analyst	\$210.00
Principal-in-Charge/Executive Consultant/Planner/Scientist/Assessor	\$225.00
Subject Matter Expert	\$244.00
FEMA Appeals Legal Specialist	\$350.00
Senior FEMA Appeals Legal Specialist	\$376.00
Principal FEMA Appeals Legal Specialist	\$450.00

PRE-DISASTER PLANNING TASK AND ESTIMATES FEE

To include but not limited to: Assistance with review of hauler contract, Annual pre-storm coordination meetings, Debris staging areas/citizen drop-off site study, Mapping and zone delineation, Baseline investigations, Annual mapping updates and other planning assistance.

Upon request, Tetra Tech will provide Brevard County a letter proposal for specific pre-disaster planning services to include a detailed scope and project cost. The Pre-Disaster Planning and Recovery Consulting Hourly Rates listed herein shall apply.

REIMBURSABLES

The above hourly rates are fully burdened to include overhead and profit. Non-labor expenses shall be invoiced as follows: 1) travel expenses including airfare and car rental shall be invoiced at cost, without mark-up; 2) lodging shall be invoiced up to the per diem rate according to the GSA rates established at www.gsa.gov; 3) meals and incidentals shall be invoiced at the GSA per diem rate (receipts are not required); 4) mileage shall be invoiced at the federally published rate; 5) other required non-labor expenses as may be applicable to the project and pre-approved by Tetra Tech and Brevard County shall be invoiced at cost, without mark-up.

EXHIBIT B

DISASTER DEBRIS REMOVAL MANAGEMENT SERVICES TASK ORDER

TASK ORDER NUMBER _____

Page 1 of _____

This Task Order is being requested by the Brevard County Board of County Commissioners to _____ as required pursuant to the Agreement for Disaster Debris Removal and Recovery Management Services approved by the Board of County Commissioners on _____

This Task Order provides for services in accordance with Exhibit "A" of the Agreement and further detailed in the Scope of Work below.

Payment(s) for such service shall be in accordance with Article 4 (Compensation) of the Agreement and must not exceed reasonable limits acceptable to the Federal Emergency Management Agency (FEMA).

Total costs for this **Task Order** shall not exceed \$ _____

SCOPE OF WORK (Attach additional description as required)

Time is of the essence and work will be completed as soon as possible. Work must be completed prior to _____

Brevard County Contractor Administrator

Signature

Signature

Reference No. _____

Date _____

Date _____

EXHIBIT C
BCC-29 AND AO-21

Task Order No. 16-22

THIS TASK ORDER NO. 16-22, dated the 5th day of June, 2020 by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA (the "County") and NEEL-SCHAFFER, INC. (the "Consultant"), amending that certain Agreement (the "Agreement") between the parties dated January 28, 2016.

WITNESSETH

WHEREAS, the Consultant has been selected by the County to provide consulting services to the County in the area of solid waste management in accordance with the provisions of Section 287.55, Florida Statutes, including services relating to the economic and efficient operation of the solid waste management system and the making of capital improvement to that system; and

WHEREAS, the Consultant has experience in the planning, procurement, preparation of permit applications, design, financing, construction administration, and operation of similar systems and facilities; and

WHEREAS, the County has determined that a dedicated building is needed for use by school children and others who visit the landfill for education purposes in order to learn about landfill activities and general solid waste management by the County at the Disposal Facility (CDF); and

WHEREAS, the County has previously allowed school children and others visit the CDF to tour the landfill operations, but the facility lacks a safe place for these visitors to assemble in a conditioned room for presentations, use restrooms and assemble for lunch; and

WHEREAS, the Solid Waste Management Plan, as adopted by the Board of County Commissioners includes the funding for the design and construction of a new building at CDF as a Learning and Education Center; and

WHEREAS, the County desires the Consultant to design, permit and prepare construction documents for a new Learning and Education building at CDF; and

WHEREAS, the County desires to amend the Agreement between the parties.

NOW THEREFORE, in consideration of premises and mutual promises and conditions contained herein, it is mutually agreed between the parties as follows:

SECTION 1. SCOPE OF SERVICES, the Scope of Services agreed to be performed by the Consultant pursuant to the continuing Agreement is hereby amended to include the services set forth in Exhibit "A", attached hereto.

SECTION 2. COMPENSATION, compensation shall be in accordance with "Section 3. COMPENSATION" of the continuing Agreement. The Consultant shall be paid a Not-to-Exceed amount of One Hundred-Fifteen Thousand and Two Hundred Eighty-Four Dollars (\$115,284.00) as detailed in Exhibit "B" for engineering services provided as set out in Exhibit "A", attached to this Task Order.

SECTION 3. CONTINUING EFFECT OF THE AGREEMENT, except as otherwise provided herein, the Agreement shall remain in full force and effect.

SECTION 4. TIME FOR PERFORMANCE, Consultant shall complete the work required in this Task Order within 210 days after the County issues a Notice to Proceed.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

ATTEST:



Scott Ellis, Clerk of the Courts

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Commissioner Brian Lober, Chairman

As Approved by the Board on 9/24/2019

ATTEST:





NEEL-SCHAFFER, INC.



Ron Beladi, Vice-President

Date: April 14, 2020

Exhibit "A"
Scope of Engineering Consulting Services
For Design, Permitting and Construction Plans
CDF-Learning and Education Building
Solid Waste Management Department
Brevard County, Florida

Background

The Brevard County school children and other visitors to CDF have no dedicated safe place to assemble for solid waste management related presentations and to have lunch. They are currently using a bus to tour the landfill and drive out to assemble at an off-site park approximately four miles away. The County desires to construct a 7,000 square foot pre-engineered metal building to be used as a learning and education center. Approximately one half the building is proposed to be enclosed to support a conditioned space for presentations, teaching/meeting area and rest rooms. The remaining portion of the building is proposed to be open space covered area with picnic tables for 40-50 school children to gather for lunch and learning. The construction budget for this building is estimated to be approximately \$350,000, with the cost for minor improvements of the immediate adjacent areas as may be required for obtaining the Brevard County Building Permit, and the cost for extension of water and wastewater utilities for a total construction budget of \$400,000 for this project. The initial construction project will include installation of a vegetative buffer along Adamson Road as a continuation of the County's good-neighbor policy for improvement of the surrounding site. The current paved area will be planned for parking area for landfill heavy equipment and on-site landfill traffic as part of the conceptual planning. The construction of improvements for the current paved area including addition of surface drainage improvements, resurfacing of paved areas, and general operation's yard cleaning will be separately authorized after this building is in place.

This Task Order describes the Consultant's scope of work for the design, permitting and preparation of construction plans and contract documents for construction of a new CDF Learning and Education Building meeting the current needs and in accordance with the Brevard County building codes and site development review requirements.

Scope of Work

Task A. Project Management and Coordination

This task will define the activities to be performed by the Consultant in coordinating and managing this project. It will provide for project plan and time schedule, identify the Consultant's project team, and describe the reporting requirements of the Consultant and the overall project management.

Subtask A-1. Project Management Plan and Scheduling

The Consultant will prepare a Project Management Plan (PMP) as part of this task which will define the project team, each team member's responsibility and scope of work, lines of communication, scheduled meetings and specific list of deliverables. The Consultant will prepare a preliminary project schedule that once reviewed by the County and finalized will be incorporated into the PMP for this Task Order.

A draft copy of the schedule will be submitted to the County for review and comments within fourteen (14) days of the Notice to Proceed. The Consultant will incorporate the County's review comments in the draft schedule, and make changes requested by the County. A copy of the final schedule will be

mailed to all project team members upon approval by the County project manager. Following approval of the Project schedule by the County, work will continue in accordance with the approved schedule.

Through-out the duration of the project if any deviation is necessary in project scope of work or the project scheduling, the Consultant's project manager will notify the County specifying the reason for such deviation. Once approved, the revised scope of work and schedule will then constitute the agreed-upon scope or schedule for performance of the remaining activities. However, in no event shall the Consultant perform any work outside of this scope of services without prior written approval of the Solid Waste Management Department Director.

Deliverables:

- *Baseline Project Schedule in MS- PM format- Electronic Submittal*

Subtask A-2. Project Management Meeting and Progress Reports

The Consultant will provide the County with monthly updated project status, including subconsultant progress reports, and will meet with the County, if necessary, to discuss other matters concerning the project accomplishments and scheduling. The project status report will describe the project activities during the period, activities planned for the next period, issues requiring the County's attention, the project budget status and schedule. The monthly project status report will be included with the Consultant's monthly billing.

Deliverables:

- *Monthly Project Schedule Updates*
- *Monthly Project Budget Status Reports- submit with monthly Billing*

Task B. Special Purpose Surveying and Geotechnical Investigation

Subtask B-1. Topographic Mapping & Surveys

The Consultant will obtain a copy of the recent electronic file copy of the topographic survey from the County. The Consultant will review the survey to determine if additional information is required for the design and permitting. This additional field survey work as determined by the Consultant or the County to be necessary or beneficial for constructability of the project will be authorized directly by the County to be performed by the County surveyors. It is assumed all tree impacts for this project have been mitigated and approved by Brevard County, and no further trees will be impacted, and no tree survey will be required. If deemed necessary by the County as part of site development approval process, the tree survey will be performed by the County surveyor.

Subtask B-2. Geotechnical Investigation & Soils Surveys

The Consultant will coordinate with a geotechnical engineering firm to obtain specific subsurface information to assist with the design of the building foundation, stormwater and site utilities. A copy of the signed and sealed copy of the geotechnical investigation will be provided to the County. This report will be required for permitting purposes. The geotechnical investigation is limited to soil borings, consolidation analysis, permeability rate and groundwater elevation information. If additional geotechnical testing is needed, or if any signs of contamination is identified, the Consultant will notify the County.

Task C. Learning and Education Building Conceptual Design

Subtask C-1. Learning and Education Facility Programming

The Consultant will meet with County staff to discuss and establish functional/spatial requirements for this facility (building and site development) as well as consideration for future buffer tree planting along

Adamson Road. The internal landfill traffic in this area, the newly renovated storage building and the site drainage improvements will be reviewed for this facility programming. Based on this evaluation and discussions with staff, the Consultant will prepare a preliminary facility plan to meet the needs as established by the County.

The Consultant team will visit the site and collect site information for power supply, water and fire protection, ingress/egress, wastewater and stormwater. The consultant will collect from the County (or as-built record drawings and/or previous plans prepared by others) influent elevation and capacity information for the existing wastewater pump station, nearest water and fire main locations and other current site utility improvements.

The Consultant will review the stormwater system serving the Administration Building and Fuel Island for modification to include this facility. The current water supply pond (previously used for fire protection) in vicinity of the proposed building will be considered for inclusion in the modified stormwater management system.

The Consultant will use the information collected to develop the County selected design criteria for the building size and shape, potential floor plan, access, yard and parking requirement, stormwater modification, and water and wastewater utilities. The Consultant will identify possible future expansion when needed or planning the facility to be developed in phases as may be preferred by the County.

Deliverables:

- *Electronic Submittal- Design Criteria for Site and Building Development plan-*

Subtask C-2. Conceptual Design for Learning and Education Facility

Based on the results of the preliminary facility program, the Consultant will prepare a conceptual facility design equal to 30% level plans for the proposed site improvement plan, the proposed utilities and fire protection, the proposed building plan and the proposed floor plan of the building. The building and floor plans will include architectural plan views, access, conditioned education area, rest rooms and wash area, covered open area, exhibit and materials storage room and other related facilities. The site improvement plan will include a site layout showing the paved areas with entrance ramps, small parking area, and stormwater management areas. The Consultant will prepare a budgetary construction cost estimate based on the conceptual plan drawings for the maintenance facility and site improvements.

The Consultant will submit two (2) copies of the conceptual design for the education facility along with the budgetary cost estimate to the County for review and comments. The Consultant will meet with the County's Project staff to receive review comments. The Consultant will incorporate County comments to finalize the conceptual plans prior to proceeding with preparation of permit applications and plans for construction.

Deliverables:

- *Two (2) paper copies and one (1) electronic copy of Conceptual Design (30% plans)- building floor plan, building conceptual profile, and preliminary site improvement/development plans*
- *Estimated budget level opinion of cost of construction*

Task D- Final Design & Permitting

Subtask D-1. Design of Site Improvements and Education Building

The Consultant will prepare design plans for the Education and Learning Building and the initial phase of site improvements based on the preliminary plan approved by the County. The final design plans will include site civil improvement design, water, wastewater and fire protection utilities, structural engineering, architectural designs, vegetative buffer strip along Adamson Road, electrical and mechanical

engineering, plumbing, fire protection, utilities and other related design drawings. The final design drawings include following list of drawings:

1. **Existing Site Plan & General Data:** including the existing topographic survey of the site, project boundaries, existing features such as roads, utilities, drainage structures and other boundaries, soils boring locations and soil profiles.
2. **Site Geometry:** location of proposed site improvements, drainage structures, building, parking and other features.
3. **Drainage Plan & Utilities:** including site drainage elevations, drainage routing & swales, retention pond/fire protection pond improvement, and drainage control structures; water service to the site and wastewater gravity main to a nearby lift station and related detailed drawings and plan. It is assumed the County will be required to obtain a permit from City of Cocoa for water and fire main extensions and metering for this facility. The Consultant will prepare the potable water main and fire main extension on a dedicated sheet for submittal as a part of permit application to City of Cocoa Water Department.
4. **Site Access, Parking & Site Improvement plans:** including using existing paved areas as required parking areas. Roadway improvements for entrance/exit ramps to the proposed facility is not included.
5. **Landscaping Plan:** minimal as may be required by Brevard County Land Development Section (LDS). The landscaping plans will also include a vegetative (trees) buffer along Adamson Road. No sprinkler system is included.
6. **Learning and Education Building Architectural plans:** including exterior elevation views, roof plans with gutter drains, interior elevations, conditioned presentation/education room, restrooms and wash areas, special equipment storage areas, open space covered area floor plan, interior walls, ceiling lights and ceiling ventilation plan, interior details, other miscellaneous details including schedules for doors & windows, interior and exterior finish and other specifications;
7. **Structural Engineering Plans:** including foundation plans for the building, building structure, single story pre-engineered metal building structural plans, interior and exterior walls, roof, frames, structural details and other specifications.
8. **Mechanical Plans:** including plumbing plan & details for the building, fire sprinkler plan & details, HAVC plans & details, and related detailed drawings and schedules.
9. **Electrical Plans:** including interior lighting plans, site power supply plans, building power plans, grounding & lightning protection plan, power supply for special equipment, and electrical loading calculation plans, and all electrical wiring plans including provisions for wireless computer wiring and required detailed electrical drawings. The site power supply to the building and any site lighting will be above ground wiring.

The Consultant will submit the plans and specifications in electronic format at 50% and 90% completion levels to the County for review and comment. The Consultant will prepare an updated construction cost based on the 90% completed plans and submit to the County. The Consultant will meet with the County to receive comments and will revise the design plan based on the comments received.

Deliverables:

- *One (1) electronic copy of Plans for County Review at 50%, and 90% completion levels*
- *Updated design level estimated cost of construction*

Subtask D-2. SJRWMD Permitting

The Consultant will use the 90% design plans for preparation of permit application to modify the existing stormwater permit. The Consultant may hold an on-site meeting with SJRWMD to present the proposed stormwater management and discuss the permitting issues. It is assumed there will be no impacts to on-site wetlands or protected trees in this project.

The SJRWMD Environmental Resource Permit (ERP) application will be prepared by the Consultant and submitted to the County for subsequent forwarding to SJRWMD along with any required application fees. Stormwater calculations will be prepared to determine drainage and pretreatment requirements. The Consultant will coordinate with SJRWMD, and meet if necessary to discuss the ERP application to expedite permitting process.

The Consultant will respond to one (1) Request for Additional Information from SJRWMD during the permitting process to obtain the required permits for construction.

Deliverables:

- *Final Permit Application and permit drawings for signature and submittal to SJRWMD*
- *Electronic copies of RAI response to SJRWMD*

Subtask D-3. Brevard County Site Development Review Application

The site plans and stormwater management plans developed in previous tasks will be used for a meeting with Brevard County Land Development Section (LDS) for preliminary review of the facility. The Consultant will prepare and attend a pre-application meeting to review the project and receive feedback from the County as to the requirements of the application. A Site Development Review Plan application will be prepared and submitted to the Brevard County LDS. The Consultant will prepare and attend a combined meeting with the County agencies to receive review comments. The Consultant will prepare and respond to Request for Additional Information (RAI) from Brevard County LDS during the permitting process to obtain the required permits for construction and operation of the fuel facility. The County will pay any application fees.

Deliverables:

- *Eleven (11) signed and sealed copies of Site Development Review Application and Plans (8 copies for County LDS and 3 copies for County project team)*
- *Electronic copy of all response to RAI and any revised drawings or plans*

Subtask D-4. Brevard County Building Permit Application

In order to reduce change orders with the potential Contractor due to requirements of the Brevard County Building Department, the Consultant will submit the final plans to the County and review the plans with the main reviewing agencies for the Building Permit. This allows the comments from the Brevard County Building Department to be incorporated into the bid plans prior to bidding. This task is intended to iron out the comments for the selected contractor to obtain a building permit. The building plans to be reviewed with the County will include but not limited to calculations for wind loads, roofing, structures and ventilation, and plans for a the proposed structures, access roads, parking and stormwater drainage, fire protection, alarms and sprinkler system, fuel and fluids dispensing, ADA compliance and other requirements. The required building permit fees, if any, will be paid by the County.

Deliverables:

- *Eight (8) signed and sealed copies of the building plans for County Building Department*

Subtask D-5. City of Cocoa Water and fire Utilities Extension Permit Application

The 90% design level plans for extension of potable water and fire protection mains will be used to obtain a permit from the City of Cocoa Utilities Department. The Consultant will coordinate with the City of Cocoa on the available water line pressure and prepare calculations for sizing of the pipe extensions as may be required by the permit application. It is assumed there will not be a need to design and install fire pumps. The Consultant will prepare the City's permit application for potable water main and fire main extension along with the 90% design drawings and details for submittal to City of Cocoa Water Department. The Consultant will coordinate with the City during application review process. The County will pay any application fees.

Deliverables:

- *Eight (8) signed and sealed copies of the Water Main Extension plans and Permit Application*

Task E – Construction Plans and Bidding Documents

Subtask E-1. Preparation of Construction Plans and Specifications

The Consultant will incorporate changes required as the result of the permit process into the construction plans. The construction plans and specifications will be prepared by the Consultant and submitted to the County for review and comment based on the 90% completion level. The construction plans will include technical specifications for civil, structural, architectural, mechanical, and electrical work, as well as, Brevard County's standard front-end documents.

The Consultant will submit two (2) paper copies of the construction plans (1/2 size) and specifications at 100% completion levels to the County for final review and comment. The Consultant will meet with the County to receive comments and will revise the documents based on the comments received to produce the final construction bid plans. The Consultant will prepare a construction cost estimate based on the final construction bid plans. The Consultant will submit five (5) paper copies and one (1) electronic copy of the final construction bidding plans and specifications along with the opinion of construction cost estimate to the County for distribution during advertisement period.

Deliverables:

- *Two (2) hard copies of Plans for County Review at 100% and Five (5) hard copies final completion levels,*
- *One (1) electronic copy of final Bid Documents for County use and bidding, and*
- *Estimated Cost of Construction at Final completion level*

Other Services

The Consultant will provide engineering services during bidding and selection of a qualified contractor, and engineering services during construction, administration of the contract and on-site observation services during construction of this project at the request and additional authorizations of the County. The level of service for the additional authorization is undetermined at this point and is not budgeted in this Task Order

Schedule

The County desires this Task Order to be completed in seven (7) months. Services described above are anticipated to be completed in accordance with the following summary schedule. All time duration are in calendar weeks measured from the date on which the Consultant receives the Notice to Proceed for this Task Order:

Project Management Plan and Scheduling	2-weeks
Conceptual Design for Maintenance Facility Area	4-weeks
Final Design-50% plans	10-weeks
Final Design-90% Plans	14-weeks
SJRWMD Permit Application	16-weeks
Brevard County Site Development Review Application	16-weeks
Brevard County Building Department Review	16-weeks
City of Cocoa Water Main Extension Application	16-weeks
Construction Plans and Bidding Documents-100% plans	26-weeks
Construction Plans and Bidding Documents-Final plans	30-weeks

A detailed project schedule with milestones will be prepared as part of Task A based on the actual date of Notice to Proceed.

Assumptions

This Scope of Services is based on the following assumptions:

1. Application fees will be paid directly by the County.
2. The construction plans for this task order includes the initial phase site work and the proposed building, utilities and improvements of the vicinity of the Building as may be required by the Brevard County LDS.
3. New impacts to on-site wetlands or trees and/or any mitigations thereof is not anticipated, and any related work will require further written authorization by the County to allocate the funds.
4. The landscaping scope of work and budget is minimal. A tree planting plan for vegetative buffer of Adamson Road is included in this project. There is no site irrigation plans included in the scope of work;
5. It is assumed there will not be any paving outside minor paving of the immediate vicinity of the proposed building without an increase in the construction budget
6. It is assumed all special exhibits, furniture, benches, tables, and presentation/ education tools will be purchased separately by the County once the building is completed.
7. In order to stay within the current budget for construction of this project, once the 30% completion level conceptual floor plan and the plan for site improvements are approved by the County, there will not be any further changes in the structure floor plan and the site plan without additional compensation to the Consultant team and increasing of the construction budget by the County.

Exhibit -B

**SCHEDULE OF ALLOCATED MAN-HOURS & COMPENSATION
CDF LEARNING AND EDUCATION FACILITY
BREVARD COUNTY SOLID WASTE MANAGEMENT SYSTEM**

TASK	Engineers										Technicians				O/C		Neel-Schaffner		Architect		Subconsultant E/M/P		Geotech Survey		Total
	Project Director	Project Manager	Sr. Project Engineer	Project Engineer	Staff Engineer	RPR	Sr. Tech/ Designer	Project Tech/ Cadd	Tech/ Drafting	Admin	Total Hours	Estimated Fee	Fee	Fee	Estimated Fee	Fee	Estimated Fee	Fee	Estimated Fee	Fee	Estimated Fee				
Task A- Project Management & Coordination	2	4	4																						
Subtask A-1. Project Management Scheduling																									
Subtask A-2. Project Management Meeting and Progress Reports	2	16	12																						
Task B. Special Purpose survey and Geotechnical Investigation	0	2																							
Subtask B-1. Topographic Mapping & Surveys							4																		
Subtask B-2. Geotechnical Investigation & Surveys	2	4	4				4																		
Task C. Learning and Education Building Conceptual Design	2	8																							
Subtask C-1. Learning and Education Facility Programming							4	8																	
Subtask B-2. Conceptual Design for Learning and Education Facility	2	4	0				4	8																	
Task D- Final Design & Permitting	2	12	16	24	40		4	8	36	4	145														
Subtask D-1. Design of Site Improvements and Learning & Education Building																									
Subtask D-2. SIRWMD Permitting	8	8	12	24	24		4	12	8	4	92														
Subtask D-3. Brevar County Site Development Review Application	2	4	8	12			4	4	4	4	38														
Subtask D-4. Brevar County Building Permit Application		16	8				4	8	8	4	44														
Subtask D-5. City of coca Water and Fire Utilities Permit Application		2	4		8		4	8	8	4	34														
Task D- Construction Plans & Bidding Documents	4	16	24	16	24		4	12	36	8	144														
Subtask D-1. Preparation of Construction Plans & Specifications																									
TOTAL	18	96	88	80	96	0	24	68	100	32	602	\$ 70,216	\$ 20,400	\$ 19,500	\$ 5,167.50	\$ 115,284.00									
TOTAL COMPENSATION																									

Task Order No. 16-12- Amendment No. 2

THIS TASK ORDER NO. 10-20 AMENDMENT No. 2, dated the 7 day of Feb 2020, 2019, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA (the "County") and NEEL-SCHAFFER, INC. (the "Consultant"), amending that certain Agreement (the "Agreement") between the parties dated January 28, 2016.

WITNESSETH

WHEREAS, the Consultant has been selected by the County to provide consulting services to the County in the area of solid waste management in accordance with the provisions of Section 287.55, Florida Statutes, including services relating to the economic and efficient operation of the solid waste management system and the making of capital improvement to that system; and

WHEREAS, the County has received all permits from the Florida Department of Environmental Protection (FDEP) to operate and sequentially close the Slurry Wall Landfill at the Central Disposal Facility (CDF); and

WHEREAS, the FDEP Operations Permit requires side slopes of the landfill to be sequentially closed as they reach permitted capacity in accordance with the Florida Administrative Code (FAC) Chapter 62-701; and

WHEREAS, the Solid Waste Management Plan, as adopted by the Board of County Commissioners, includes the funding for the design and construction of the Slurry Wall Landfill sequential closure; and

WHEREAS, portions of the open disposal area in the Slurry Wall Landfill has reached its permitted elevation and is permitted to be closed by FDEP; and

WHEREAS, the Consultant has assisted the County in the planning, design and obtaining the permits necessary for the operation and sequential closure of CDF Slurry Wall landfill; and

WHEREAS, the Consultant has experience in the planning, procurement, preparation of construction bid plans, construction contract administration, and preparation of FDEP documents for certifications of proper installation of the closure cover; and

WHEREAS, the County authorized the Consultant by Task Order No. 16-12 dated

September 11, 2018 to prepare construction bidding documents, provide general engineering services during construction and administration of construction contract for Phase VI sequential closure of the Slurry Wall landfill where final permitted elevations have been reached; and

WHEREAS, the Consultant completed preparation of construction bidding documents, and assisted the County during bidding to select and enter into a construction contract on January 24, 2019 with a general contractor ("Contractor") for construction of the Phase VI sequential closure; and

WHEREAS, the Contractor has requested the County to extend the Contract Time by an additional 139-calender days due to weather related delays in order to complete the construction; and

WHEREAS, the County has requested the Consultant to continue providing construction quality assurance and inspection services during the liner and final cover installation as required by FDEP permit, and extend general engineering services during construction and administration of construction contract for Phase VI sequential closure of the Slurry Wall landfill through final completion and certification of construction; and

WHEREAS, the County desires to amend the Agreement between the parties.

NOW THEREFORE, in consideration of premises and mutual promises and conditions contained herein, it is mutually agreed between the parties as follows:

SECTION 1. SCOPE OF SERVICES, the Task Order 16-12 Amendment No. 2 Scope of Services agreed to be performed by the Consultant pursuant to the continuing Agreement is hereby amended to include the services set forth in Exhibit "A", attached hereto.

SECTION 2. COMPENSATION, compensation authorized by Task Order 16-12 Amendment No. 1 shall be in accordance with "Section 3. COMPENSATION" of the continuing Agreement. The Consultant shall be paid a not-to-exceed amount of six hundred fifty-two thousand and nine-hundred thirty-one (\$652,931.00) for engineering services provided as set out in Exhibit "A", attached to this Task Order. This includes \$493,481.00 authorized previously by Task Order 16-12 Amendment No. 1 and \$159,450.00 for additional services included in Amendment No. 2.

SECTION 3. CONTINUING EFFECT OF THE AGREEMENT, except as otherwise provided herein, the Agreement shall remain in full force and effect.

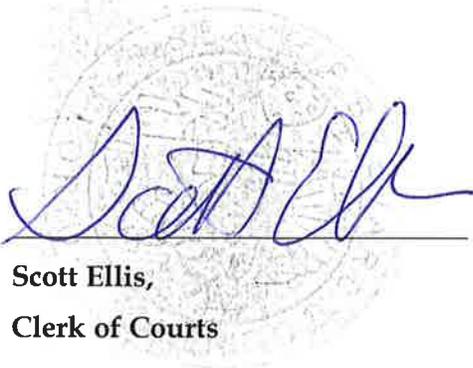
SECTION 4. TIME FOR PERFORMANCE: Consultant's completion of the work required in

this Task Order amendment shall be extended by an additional 139-calender days to the Contactor's estimated final completion date. Construction Period is assumed to be 443 days as approved by the County.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Scott Ellis

Scott Ellis,
Clerk of Courts

Bryan Andrew Lober

Commissioner Bryan Lober, Chair
as approved by the Board on Sept 25, 2019

ATTEST:

NEEL-SCHAFFER, INC.

J. Clark Robinson

J. Clark Robinson, Sr. Vice-President

Ron Beladi

Ron Beladi, Vice-President
5/20/19

SEAL



Exhibit "A"- Amendment No. 2
Scope of Engineering Consulting Services
Phase VI Sequential Closure Construction
General Engineering Services during Construction
Central Disposal Facility Slurry Wall Landfill
Solid Waste Management Department
Brevard County, Florida

I. Purpose & Background

The County obtained a permit from the Florida Department of Environmental Protection (FDEP) for operation and sequential closure of the Slurry Wall landfill (SWL) at the Central Disposal Facility (CDF). The permit requires the side slopes of SWL to sequentially close as the permitted elevations are achieved. Previously, the County has sequentially closed Phase I through V covering a total of approximately 125 acres. The side slopes for Phase VI have reached permitted elevation and initial decomposition has taken place. The purpose of this Task Order is for the Consultant to assist the County during the construction to provide independent Construction Quality Assurance (CQA) for geomembrane liner installation as required by the FDEP permit and perform construction contract administration and certification services for construction of the SWL Phase VI sequential closure covering approximately 32± acres at the CDF.

The County authorized the Consultant by Task Order 16-12 on September 11, 2018 to prepare construction bid plans, assist the County during bidding and selection of a contractor, and provide general construction oversight services including Construction Quality Assurance (CQA) services as required and certification of completion of construction. The County selected a general contractor and entered into a contract for construction of the CDF sequential closure phase VI and issued a notice to proceed to the contractor on February 8, 2019 for substantial completion on October 6, 2019. The County has approved Change Order No. 1 with the Contractor on August 31, 2019 extending the final completion to December 10, 2019. The Amendment No. 1 to Task Order 16-12 was approved by the County to correspond with the new construction completion time providing continued construction administration, construction oversight and CQA services as required by the FDEP Closure Permit.

The Contractor has informed the County that the construction project is late due to inclement weather delays requesting an additional 139-calender days be added to the Contract Time to complete the construction. The County will approve Change Order No. 2 with the Contractor extending the final completion to April 26, 2020. The County has requested the Consultant to provide full-time onsite project representation throughout the project and to extend the general engineering services through final construction completion. This Amendment No. 2 describes the changes in the Task Order 16-12 Scope of Services and Compensation.

The project includes:

- Construction oversight of the construction of the Phase VI final cover system in accordance with FDEP permit requirements, landfill gas (LFG) collection system, and secondary stormwater system and other improvements in designated areas where the final elevations have been reached.

- Perform Construction Quality Assurance testing and full-time observations during critical construction activities such as liner installation, LFG well field and collection system and preparation of certification of completion of construction documents for FDEP approval. The County subsequently requested on-site full time Resident Project Representation (RPR) from the initial LFG well installation through substantial completion.

The Consultant's scope of services during construction, as described below in detail, includes general engineering program management, project tracking, schedule control, CQA, materials testing and full time on-site observation services during critical construction activities, certification of completion to the regulatory agencies, and coordination with the Contractor, County project team, landfill operations staff, and other on-site projects, Landfill Gas-to-Energy (LFGTE) operations, and the regulatory agencies.

II. Scope of Services

Task A. Project Management and Coordination- NO CHANGE

Subtask A-1. Project Management Plan and Scheduling

The Consultant will prepare a Project Management Plan (PMP) as part of this task which will define the project team, each team member's responsibility and scope of work, lines of communication, project schedule and milestones, scheduled meetings and specific list of deliverables. A draft copy of the PMP will be submitted to the County for review and comments within ten (10) days of the Notice to Proceed.

Following approval of the project schedule by the County, work will continue in accordance with the approved schedule. Throughout the duration of the project if any deviation is necessary in project scope of work or the project scheduling, the Consultant's project manager will notify the County in writing specifying the reason for such deviation. Once approved by the County in writing, the revised scope of work and schedule will then constitute the agreed-upon scope or schedule for performance of the remaining activities. However, in no event shall the Consultant perform any work outside of this scope of services without prior written approval of the County.

The Consultant will prepare and submit, on a monthly basis throughout the project, a project status report describing project activities during the period, activities planned for the next period, issues requiring the County's attention, the project budget status and updated schedule. The monthly project status report will include an updated schedule bar chart including all tasks and subtasks and milestones. The Consultant's monthly billing will include the project budget status reporting the percentage of work completed for each subtask billed including a summary of cumulative percentages completed for each task and overall project completion.

Deliverables:

- *Draft Project Management Plan- electronic file submittal*
- *Final Project Management Plan- one (1) paper copy and electronic submittal*
- *Baseline Project Schedule in MS- PM format- one (1) paper copy and electronic submittal*
- *Monthly Project Schedule Updates-Submitted monthly with chart-electronic submittal*

- *Monthly Project Budget Status Reports- submit with monthly Billing*

Task B. General Engineering Services during Construction

Subtask B-1. General Program Management-

During the construction period, the Consultant will serve as the Engineer-of-Record (EOR) and the County's representative, providing general engineering and contract administrative services required for the construction project. This will include coordination of written communications between the Contractor and the County. The Consultant will administer the construction contract, review issues with the County, prepare responses to Contractor's correspondence based on County's input and direction, and issue instructions from the County.

The Consultant will coordinate and communicate with the regulatory agencies during construction. This will include issuing notice of impending construction, delineating the limits of planned closure and submittal to FDEP, and requesting minor changes in the approved plans due to unforeseen field conditions if warranted. The Consultant will schedule and attend site visits by FDEP staff during construction, liner installation, and after substantial completion.

The construction period for general program management services is extended by 139-days in this Amendment No. 2.

Deliverables:

- *Copies of all correspondence and communication in electronic and hard copy*

Subtask B-2. Prepare Conformed Contract Documents- NO CHANGE

The Consultant will incorporate relevant addendums in the project plans and specifications as appropriate to prepare conformed plans and specifications. The Consultant will receive a copy of the construction contract executed between the selected contractor and the County. The plans, specifications, and front-end documents will be conformed with respect to any addenda and executed contract documents and packaged into the "Conformed Contract Documents."

The Consultant will submit three (3) full sized sets of the signed and sealed conformed Contract Documents to County staff, and three (3) full sized sets to the County's selected Contractor for use and distribution. The Consultant will provide one (1) DVD containing the Conformed Contract Documents and three (3) sets of half-sized drawings to the County and the Contractor at the pre-construction meeting.

Deliverables:

- *Three (3) Full size sets of signed and sealed Conformed Contract Documents each to County and Contractor*
- *Three (3) ½ size set of Conformed Contract Documents each to County and Contractor*
- *One (1) DVD containing the Conformed Contract Documents each to County and Contractor*

Subtask B-3. Pre-construction Conference- NO CHANGE

The Consultant will schedule and conduct a pre-construction conference with the Contractor and County. The Consultant will prepare a draft meeting agenda for review and comments by the County and will incorporate County comments prior to distribution of the final version to

the project team. The Consultant will attend and record the pre-construction conference and prepare the meeting summary for electronic distribution to all attendees. The Consultant will digitally record the pre-construction conference and provide the digital files to the County.

Deliverables:

- *Draft pre-construction conference agenda*
- *Final pre-construction conference agenda*
- *Meeting minutes and electronic copy of digital recording of pre-construction conference*

Subtask B-4. Shop Drawing Review- NO CHANGE

The Consultant will receive shop drawings from the contractor and will prepare a log-in/log-out summary of all shop drawings and documents to be processed for this project. The Consultant will review the shop drawings submitted by the Contractor and provide a draft copy of the comments for County review prior to finalizing and sending it to the Contractor. Activities for this task include, but are not limited to, maintaining and weekly updates of the submittal log-in/log-out record, reviewing shop drawings, reviewing and determining the acceptability of substitute materials proposed by the Contractor, providing review comments and coordinating responses with the County, and transmitting approved copies of shop drawings to the Contractor and County staff. It is estimated there will be approximately 120 shop drawings and submittals from the contractor in this construction project.

Deliverables:

- Maintaining/updating shop drawing submittal log
- Draft shop drawing review comments
- Final shop drawing review comments and one copy of the approved shop drawing to County and Contractor

Subtask B-5. Field Technical Assistance/Issue Clarifications- NO CHANGE

The Consultant will provide general technical assistance to the Contractor to resolve any unforeseen conditions encountered during construction, provide clarifications and interpretations of the Contract Documents, respond to Contractor requests for information, and make unscheduled site visits to evaluate specific problems or unusual circumstances which may arise. The Consultant will prepare clarification drawings, as may be necessary, and will issue these to the Contractor during construction for use by the Contractor. The draft response to technical issues/contract interpretation requests from the Contractor will be reviewed with the County prior to transmitting the final response to the Contractor. The Consultant will maintain a status log of all clarification issues and responses, and will update the status log for distribution at each weekly meeting.

Deliverables:

- Maintaining/updating Contract clarification status log
- Draft response(s) for County review and comments- electronic submittal
- Final response(s) to Contractor and County
- Supplemental drawings, field orders- copies to County and Contractor

Subtask B-6. Construction Progress Meetings

The Consultant's Project Manager will conduct weekly construction progress meetings with the Contractor and County Project Manager and other representatives. The Consultant will prepare a meeting agenda, meeting minutes, updated submittal logs and other documents for distribution and review during the meetings by the County, Contractor and other attendees. Draft meeting minutes will be distributed by e-mail to attendees prior to the meeting for review and comments. If warranted, the Consultant will record the weekly construction progress meetings and will supply the County with monthly digitized files of the recordings.

The construction period for construction progress meeting services is extended by 139-days in this Amendment No. 2. Weekly project progress meetings will continue during this period.

Deliverables:

- *Meeting agenda, draft and final meeting minutes*
- *Updated submittal log, updated Contract clarification status log*
- *Digital recording of construction progress meeting- monthly submittal to County*

Subtask B-7. Review Monthly Pay Requests and Updated Schedule

Based on the Consultant's on-site observations, construction progress meetings, information provided by the County's construction coordinator, review of monthly schedule updates and stored materials lists, the Consultant will review the Contractor's draft monthly pay application and determine the amounts owed to the Contractor. The Consultant will provide review comments to the Contractor to finalize the pay application for further review and certification by the County Project Manager and the Consultant. If there is any problem with the pay application, the Consultant will review the comments with the County Project Manager and will return it to the Contractor to revise and modify the pay application. The Consultant and County Project Manager will jointly certify the final pay application.

The Consultant will obtain an electronic copy of the Contractor's updated construction schedule chart along with the pay application and review the progress of work with respect to the pay application. The Consultant will provide schedule review comments to the Contractor and County.

The Consultant will obtain the services of PMA as a specialty construction management and dispute services company to review monthly progress schedules and provide comments to keep the project within the planned schedule. PMA will also advise the Consultant on monthly pay applications and resolution of disputes. A copy of PMA's proposal is included in this Task Order Amendment as Exhibit D.

The construction period for monthly pay application processing and schedule update review services is extended by 139-days in this Amendment No. 2.

Deliverables:

- *Review comments on draft pay application and monthly updated schedule charts*
- *Pay application certifications*

Subtask B-8. Change Orders- NO CHANGE

The Consultant will issue Request for Proposal(s) (RFP) to the Contractor as directed by the County whenever there is an unforeseen change in the Contract or a County requested change. The Consultant will coordinate with the Contractor to prepare a response to the RFP and will review and negotiate with the Contractor based on the approved schedule of values and County requested change. Based on County's approval of the final proposal, the Consultant will issue the work change directive to the Contractor. The change directive will include County approved changes to the contract value and contract time.

The Consultant will maintain a change-in-contract summary log throughout the construction project and distribute the updated log at the construction progress meetings. The log will document the minor additions or deletions to the contract value and contract time reviewed by the Consultant and approved by the County Project Manager. If the total value of the change(s) exceeds the contingency fund, the Consultant will assist the County in preparation of change order(s) to the construction contract to reflect changes or deletions requested by the County, and prepare the change order form(s) and back-up documentations for each change item for approval by the Board. It is noted that the Consultant has no authority to change the Contract Value or the Contract Time.

Deliverables:

- *Work Change Directives for review by County and release to Contractor,*
- *Issue RFP for County initiated changes,*
- *Review comments on RFP value and time Changes within the Contingency Allowance*
- *Summaries of Change in Contract log and Work Directive*
- *Change Order Forms and Backup Documentation for County Presentation to the Board*
- *Updated Construction schedule as necessary due to Work Change Directive or change orders.*

Subtask B-9. Substantial and Final Inspections- NO CHANGE

Upon written notification by the Contractor, the Consultant will conduct substantial and final completion inspections in presence of the Contractor and County staff for the project, and will generate and formalize a "punch list" at each inspection event.

The Consultant will notify the County and Contractor, in writing, the results of each inspection and corrective actions required by the Contractor for the project to be considered complete. The Consultant will schedule special meetings with the contractor on-site to review the corrective actions and performance of the punch-list. Based on the satisfactory results of the substantial completion punch list and the final inspection by the Consultant and the County's construction coordinator, the Consultant will recommend, in writing, final payment to the Contractor and give written notice to the County and the Contractor that the work is acceptable.

Deliverables:

- *Substantial Completion Checklists and Required Corrective actions,*
- *Correspondence with Contractor for Correcting Work in Substantial Completion Punch list,*
- *Final Completion Punch list and Follow-up with Contractor, and*
- *Recommendation of Work Acceptance and Final Payment Action*

Subtask B-10. Record Drawings- NO CHANGE

The Consultant will obtain the certified as-built drawings from the Contractor (and the Contractor's licensed surveyor) and will prepare record drawings based on the information received from the Contractor and Surveyor. The Contractor will be required to maintain red-lined as-built drawings throughout construction. The Consultant will review the Contractor's up-to-date as-built drawings on a monthly basis as part of the pay application processing. The record drawings will be prepared by the Consultant based on the Contractor's final survey certified as-built drawings. The record drawings will be prepared in AutoCAD Format, consistent with the Conformed Drawings. The Consultant will submit two (2) sets of computer disks containing the record drawing files with a directory of contents, and one (1) set of signed and sealed record drawings prints to the County.

Deliverables:

- *Two (2) sets of CD containing Record Drawing files (AutoCAD electronic files), and*
- *One (1) set of signed and sealed Record Drawings.*

Task C - Support Services during Construction

Subtask C-1. On-Site Technical Project Representation

The Consultant's independent Geotechnical subconsultant is authorized by Task Order 16-12 to provide an on-site Engineering Technician (ET) to perform the construction materials and liner installation and testing activities during geomembrane liner installation. The Consultant was requested by the County to start the on-site RPR services starting with landfill gas installation activities, and subgrade preparation and installation of the leveling course, on a full-time basis earlier than was authorized by Task Order 16-12. The on-site Technical Project RPR services is requested by the County to be continued through the new date of substantial completion as approved by Change Order No.1 with the Contractor. The RPR hours previously approved is increased from 410 hours to a not-to-exceed limit of 2,850 manhours based on the time extension for Change Order No. 1 and 2 to the Contractor's Contract. The Consultant will inform the County when the RPR approved manhours is reaching the limit for possible additional authorization if project is not complete or additional change orders are issued to the Contractor to further extend the Contract Time.

The Consultant will also provide a part-time qualified Technical Project Representative (TPR) to observe and assist the RPR during the period when multiple construction activities are being performed by the Contractor to verify that the Project is constructed in accordance with the conformed plans and specifications. The Consultant's TPR and RPR will be the EOR's representative designated for field observation during critical construction activities in compliance with the permit conditions. The TPR hours previously approved is increased by 750 manhours based on the time extension for Change Order No. 2 to the Contractor's Contract. The TPR and the RPR will be the site representative during geomembrane and composite drainage net and protective cover installation for CQA as required by the permit and will provide on-site RPR services during critical construction periods when several liner installation activities, stormwater structures, and landfill gas piping installation are simultaneously being performed. The TPR and RPR will perform and complete the following activities and services:

- Attend pre-construction, pre-installation, pre-activity or other specialty conferences and other project-related meetings with the Contractor.
- Coordinate with the liner manufacturer during material shipping, review the roll manifest prior to shipping, attend the geomembrane, CDN and GCL delivery to the landfill and review that day's manifest with the shipping agent and sign-off on the accepted rolls, and post rejection of unacceptable shipment.
- Coordinate his duties with the County's Project Manager, and assist the Geotechnical Consultant's technician with observation of the work in progress when simultaneous construction activities are occurring in different parts of the project site.
- Prepare daily construction activity reports and forward to the EOR and the County's Project Manager. The report format, which will be submitted to the County for approval, will include list of equipment in use that day, hours of work, type and location of work performed, weather conditions, deliveries, and list of visitors.
- Prepare daily construction reports during LFG well drilling activities documenting the well log and construction activities.
- Prepare snap shot documentation of daily work performed and photographs of critical construction tasks.
- Report to the Consultant's Project Manager and County's Project Manager whenever RPR believes that any work is unsatisfactory, faulty or defective, does not conform to the Contract Documents, has been damaged, or does not meet the requirements of Quality Assurance Plan. The RPR will advise the Consultant's Project Manager of work that should be corrected or rejected, uncovered for observation, or requires special testing, inspection or approval. The RPR, TPR and the Consultant's Project Manager have no authority to stop work without a Stop Work Form signed by the County's Project Manager, or his designee.
- Transmit the Contractor's test request form to the Geotechnical subconsultant's technician, coordinate the efforts and activities of the CQA laboratory and review test results for conformance.
- Observe installation of protective cover over the liner according to CQA plan.
- Observe the installation of secondary stormwater piping, underdrains, and inlets.
- Observe installation of the LFG piping and collection system.
- Coordinate the day-to-day communication between the contractor and County.

The County requested manhours for RPR to provide full-time on-site observation during construction period as described in this amendment is included. A copy of the Geotechnical subconsultant proposal is attached to this Amendment No. 2 as Exhibit D.

If the during construction the County decides that this service is not needed in full or the project is completed ahead of schedule, the budget for this Task will be reduced by the unused hours budgeted for this task. The Consultant's TPR and the Geotechnical RPR will work out of a field office to be provided by the Contractor.

Subtask C-2. Coordinate with Construction Materials Testing Laboratory- NO CHANGE

The Consultant will coordinate with the materials testing laboratory to perform field and laboratory materials testing during construction, and quality control/quality assurance documentation for the cover system installation in accordance with the Construction Quality Assurance Plan, Contract Documents and FDEP Construction permits. The following field and laboratory testing activities will be required to be performed by the independent CQA testing laboratory for the cover system under this task:

- Monitor and document implementation of the CQA Plans
- Soil gradation tests, proctor tests, atterburg tests-
- Conduct friction angle test of proposed materials, if needed
- Conduct geomembrane destructive and non-destructive testing
- Observe and monitor non-destructive testing by the Geomembrane Installer
- Conduct field and laboratory conformance testing on geomembrane
- Review of Manufacturer's Quality Control Certificates for the geomembrane
- Conduct field and laboratory granular fill testing
- Conduct field compaction testing
- Conduct field and laboratory concrete testing

The field and laboratory testing is based on requirements of the FDEP permit. Detailed descriptions and frequencies of field and laboratory testing during construction will be based on the FDEP approved permit. A portion of the cost for geotechnical and laboratory and field testing is included as Exhibit C to this Amendment No. 1. The initial geomembrane and composite drainage net Quality Assurance (QA) testing, friction angle testing between the liner system as required by the permit, and daily geomembrane destruct laboratory testing will be done by a third-party testing laboratory as required by the permit. The cost for liner system QA laboratory testing is included as Exhibit E to this Amendment. The County will be billed for the actual cost of laboratory testing. Any unused portion of the budget for testing will not be invoiced to County.

Subtask C-3. Prepare CQA Report & Certification of Construction Completion- NO CHANGE

The results of the liner manufacturing, deployment, installation, and protective cover testing will be documented in a CQA Report to be submitted to FDEP along with other requirements for the Certification of Completion of Construction. This Report will include a summary of documented control program of the geomembrane installation, QA/QC testing locations and various testing procedures, and the results of laboratory analyses as well as other permit requirements for CQA Report.

The Consultant will compile other required construction data, photographs, and as-built drawings along with the CQA Report to prepare the Application for Certifications of Completion of Construction. The Consultant will submit two (2) copies of the draft report to the County for review and comments. The Consultant will incorporate County's comments into the final report and submit two (2) copies of the final signed and sealed document to the County and forwarding three (3) copies to the FDEP as part of the Certification of Completion of

Construction process. The Consultant will produce a CD containing the electronic file of the submittal and will include a CD copy with each copy of the submittal.

The Consultant will notify FDEP of construction completion, and in accordance with the permit(s) conditions will coordinate and schedule a formal site visit by the regulatory agency personnel after the submittal of the Certification documents. The Consultant will attend the site visit meeting with FDEP, and conduct a walk-through of the construction projects with FDEP personnel. The Consultant will respond to FDEP requests for additional information to obtain the Certifications of Completion.

Deliverables:

1. *Five (5) CD sets of construction certification documents in PDF for County and FDEP.*
2. *Two (2) complete paper copies of the project construction documents for County and FDEP.*
3. *One (1) set of CD containing CQA Report, and Record Drawing files in both PDF and AutoCAD format for County records.*

III. SCHEDULE

The Engineer's Scope of Work and fee for this Task Authorization is based on a 424-day overall construction period starting from the date of pre-construction conference until Final inspection of the construction completion. If the construction period exceeds this duration, further authorizations may be required from the County. The Consultant will obtain written authorization from the County prior to performing any services beyond the above-described scope of services.

IV. ASSUMPTIONS

- A request by the Contractor to change the Contract that is not in response to an Owner initiated Request for Proposal, contract dispute resolution, as well as, arbitration, litigation, expert witness and/or other activities involving additional parties are specifically excluded from this Scope of Work.

EXHIBIT B- AMENDMENT No. 2
SCHEDULE OF ALLOCATED MANHOURS & COMPENSATION

PHASE VI SEQUENTIAL CLOSURE CONSTRUCTION PLANS, BIDDING AND SERVICES DURING CONSTRUCTION
 CENTRAL DISPOSAL FACILITY SLURRY WALL LANDFILL
 SOLID WASTE MANAGEMENT DEPARTMENT
 BREVARD COUNTY, FLORIDA

Task	Task Order No. 16-12 & Amend No. 1 Authorization			Task Order No. 16-12 Amendment No. 2 Authorization				
	Total Neel-Schaffer Estimated Fees	Estimated Geotech/Laboratory Testing/Scheduler Direct Expenses	Total Estimated Fee Authorized	Total Neel-Schaffer Estimated Fees	PMA Consultants (See Exhibit C)	Blue Marlin Geotech Engineering (See Exhibit D)	TRI Environmental (See Exhibit E)	Total Estimated Fee Increase
Task A- Project Management and Coordination	\$ 5,562.00	\$ -	\$ 5,562.00	No Change			\$ -	\$ -
Task B- General Engineering and Construction Contract Administration Services	\$ 143,808.00		\$ 143,808.00	\$ 12,000.00				\$ 12,000.00
Task C- Support Services during Construction	\$ 135,401.00	\$ 208,710.00	\$ 344,111.00	\$ 82,500.00	\$ 8,700.00	\$ 228,025.00	\$ -	\$ 319,225.00
Previously Authorized				\$ -	\$ -	\$ (171,775.00)	\$ -	\$ (171,775.00)
Total Estimated Fee	\$ 284,771.00	\$ 208,710.00	\$ 493,481.00	\$ 94,500.00	\$ 8,700.00	\$ 56,250.00	\$ -	\$ 159,450.00
TOTAL NOT-TO-EXCEED FEE- TASK ORDER 16-12 AMENDMENT No. 1	\$	\$	\$ 493,481.00	NOT-TO-EXCEED FEE- TASK ORDER 16-12 AMENDMENT No. 2	\$	\$	\$	\$652,931.00

EXHIBIT C
CONSTRUCTION SCHEDULING AND MANAGEMENT SERVICES



November 5, 2019

Ron S. Beladi, PE
Vice President
Neel-Schaffer, Inc.
2301 Lucien Way, Suite 300
Maitland, FL 32751WSP USA

Subject: *Proposal to Provide Schedule and Dispute Management Services for
Brevard County CDF Phase VI Closure Construction Project - Extended
Time Period*

Dear Mr. Beladi:

PMA proposes to provide continuing schedule and dispute management services as follows:

Proposed Services:

- Review Thalle Monthly Schedule Updates (February 2020 through March 2020)
- Attend Monthly Progress Meetings 2 each
- Review Thalle Weekly Schedule Manpower, Equipment and Progress submittals
- Draft responses to Thalle time extension requests and dispute letters.

Attachment A provides the estimated hours and PMA's fees for the individual tasks described above. The proposed fee rates are good from 2019 through 2020.

PMA proposes to perform the services described herein for a:

Not-to-Exceed Fee of \$8,700.

Due to the dynamic nature of the project and our tasking, we will not be held to individual task costs as shown on Attachment A.

For services rendered, PMA will submit monthly invoices based on our hourly fee rate. Please mail payments to: PMA Consultants LLC, 226 W. Liberty, Ann Arbor, MI 48104, Attn: Accounting. Questions or clarifications concerning any invoice or contract issues may be referred to Ms. Samantha Zeisler by phone at 734-418-7897.

PMA appreciates you considering us for these services and we look forward to working with you on this project. Please let us know if our proposal meets your needs and is acceptable. If you have any questions or comments please contact Mr. Ken VanderJagt 407-230-4786 at your convenience.



A handwritten signature in blue ink that reads 'Richard L. Johnson'. The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Richard L. Johnson, PE, BCEE, CVS-Life
Managing Director

cc: Ken VanderJagt, PE, PMP



Attachment A
PMA CONSULTANTS PROPOSAL TO NEEL-SCHAFFER FOR
Schedule and Dispute Management Services for
THE BREVARD COUNTY SOLID WASTE CDF Landfill Closure Project
Extended Completion Period February through March 2020

PROPOSED SERVICES					Total Hours	Fee
Task	Description	Managing Director	Jerry Neibert (Senior Director)	Director		
	Schedule and Dispute Management Services					
1	Review Schedule Updates			12	12	\$2,280.00
2	Attend Site Meetings (2 total)			8	8	\$1,520.00
3	Review Thalle Weekly Manpower, Equipment and Progress Submittals			6	6	\$1,140.00
4	Respond to Thalle Dispute Letters		11	8	8	\$3,720.00
	Totals	0	11	34	34	\$8,660.00
	Rates per 2.75 Maximum Multiplier	\$272.00	\$200.00	\$190.00		
	Proposed fee amount (rounded)	\$0	\$2,200	\$6,460		\$8,700.00

EXHIBIT D
GEOTECHNICAL CONSTRUCTION QUALITY TESTING
&
LABORATORY SERVICES PROPOSAL



November 6, 2019
Proposal No. P18-103

Mr. Ron Beladi, P.E.
Neel-Schaffer, Inc.
2301 Lucien Way, Suite 300
Orlando, FL 32803

Amendment No. 2
Proposal to Provide Construction Materials Testing Services
CDF Phase VI Sequential Closure
Cocoa, Florida

Dear Mr. Beladi:

Blue Marlin Engineering, LLC is pleased to present our proposal for construction quality assurance (CQA) services for the referenced project. We understand that the project consists of the closure of a landfill. The approximate size is 32 acres.

Our original proposal was based on a review of the project specifications along with information provided by you. Based on information provided to us, we included an estimate of 410 hours of time for a representative to perform CQA inspection services for the duration of geomembrane installation. The County requested that RPR services be provided starting with the Landfill Gas (LFG) Well installation and ending at substantial completion. Based on the contractor's substantial completion date change to 11/9/19, an additional 1,690 hours were approved as part of Amendment no. 1. The county has requested an additional 750 hours of RPR services due to a time extension request by the contractor. The scope of services as amended is attached. This only applies to the on-site field hours. There are no changes to the other tasks.

Scope of Services

Subtask C-2

- Monitor and document implementation of the CQA Plans
- Soil gradation tests, Proctor tests, Atterberg Limits tests, & permeability tests
- Conduct geomembrane destructive and non-destructive testing
- Observe and monitor non-destructive testing by the Geomembrane Installer
- Conduct field and laboratory conformance testing on geomembrane

- Provide daily RPR Services for LFG Wells, solid waste grading, geomembrane & protective cover installation activities.
- Review of Manufacturer's Quality Control Certificates for the geomembrane
- Conduct field and laboratory granular fill testing
- Conduct field compaction testing
- Conduct field and laboratory concrete testing

CQA Report

The results of the liner manufacturing, deployment, installation, and protective cover testing will be documented in a CQA Report to be submitted to FDEP along with other requirements for the Certification of Completion of Construction. This Report will include a summary of the documented control program of the geomembrane installation, QA/QC testing locations and various testing procedures, and the results of laboratory analyses as well as other permit requirements for the CQA Report.

Personnel

Derek G. Hajjar, P.E. and Ozzie F. Plaza, P.E. will lead the construction quality assurance services. The Senior Technician will be Anthony Zappulla.

Closure

Blue Marlin Engineering, LLC appreciates the opportunity to submit this proposal and we look forward to working with you on this project. Should you have any questions, please feel free to call us at your convenience. We can be reached at (407) 217-4464.

Sincerely,

Blue Marlin Engineering, LLC



Derek G. Hajjar, P.E.
Vice President



Ozzie F. Plaza, P.E.
President

Enc. Scope of Services



SCOPE OF SERVICES
CDF Phase VI Sequential Closure
Construction Materials Testing Proposal
BME PROPOSAL NO. 18-103

DESCRIPTION OF WORK	QTY.	RATE	UNIT	AMOUNT
I FIELD SERVICES				
A. Senior Inspector (Original Authorized 10/19/18) (Observation of liner installation, sampling of liner materials, soil sampling, soil compaction testing, etc.)	410	\$ 75.00	per hour	\$ 30,750.00
B. Estimated hours through Amendment #1	1690	\$ 75.00	per hour	\$ 126,750.00
C. Estimated hours through Amendment #2	750	\$ 75.00	per hour	\$ 56,250.00
			Field Total	\$ 213,750.00
II. LABORATORY TESTING SOIL & CONCRETE				
A. Soil Proctor Tests	10	\$ 150.00	per test	\$ 1,500.00
B. Particle Size Analysis (1 test per 10,000 yd ³)	11	\$ 75.00	per test	\$ 825.00
C. Atterberg Limits Tests	10	\$ 85.00	per cylinder	\$ 850.00
D. Concrete Cylinders for Compressive Strength	20	\$ 15.00	per test	\$ 300.00
E. Permeability Tests (1 test per 10,000 yd ³ for protective)	11	\$ 250.00	per test	\$ 2,750.00
			Lab Total	\$ 6,225.00
III. CQA REPORT				
A. Secretary	40	\$40.00	per hour	\$ 1,600.00
B. Project Engineer	40	\$105.00	per hour	\$ 4,200.00
C. Senior Professional Engineer	15	\$150.00	per hour	\$ 2,250.00
			Engineering & Technical Total	\$ 8,050.00

ESTIMATED TOTAL- ORIGINAL AUTHORIZED (10/19/18):	\$ 45,025.00
ESTIMATED TOTAL - AMENDMENT NO. 1:	\$ 126,750.00
ESTIMATED TOTAL - AMENDMENT NO. 2:	\$ 56,250.00
TOTAL PROJECT ESTIMATE:	\$ 228,025.00

Notes: 1) Stand by time and cancellation without notice will be billed at \$75 per hour.
2) The estimated quantities are based on a review of the project documents and quantities provided by Neel-Schaffer. Invoicing will be based on the actual quantities which may be higher or lower than the estimated quantities.



Solid Waste Management Department
2725 Judge Fran Jamieson Way
Building A, Room 118
Viera, FL 32940

Inter-Office Memo

BOARD OF COUNTY COMMISSIONERS

January 24, 2020

TO: Bryan Lober, Chair

THRU: Frank Abbate, County Manager 

THRU: John P. Denninghoff, Assistant County Manager 

THRU: Euripides Rodriguez, Director
Solid Waste Management Department 

FROM: Joseph Hacker, Contract Administrator 

RE: Neel-Schaffer Task Order 16-12 Amendment #2

On December 2, 2019 the Chair of the Brevard County Board of County Commissioners (BOCC) executed Task Order 16-12 for \$329,796.00 to provide engineering oversight for Phase VI of the sequential closure of the slurry wall landfill located at the Central Disposal Facility in Cocoa. The Task Order was awarded to Neel Schaffer, one of the three consulting firms that have five-year engineering contracts with the Solid Waste Management Department. The closure construction contract, bid B2-19-01, was awarded to Thalle Construction Company for \$11,246,873.60 (\$11,146,873.60 for construction, \$100,000.00 Project Contingency fund) and executed by the Chair of the BOCC on January 24, 2019. Thalle received Notice to Proceed on February 4, 2019, with 240 days to reach Substantial Completion of the project (October 6, 2019).

Due to staffing and equipment shortages, abnormal weather events, and other project delays on part of the contractor, the Phase VI project could not maintain the original construction schedule. It was necessary for the Department Director to execute Change Order No. 1 for the contract with Thalle. Change Order No. 1 reduced the contracted construction costs by \$1,146,796.46, increased Project Contingency funds from \$100,000.00 to \$300,000.00, and increased the contract time by 33 days to account for abnormal weather delays. On September 25, 2019 the Chair of the BOCC executed Amendment No. 1 to Task Order 16-12 with Neel Shaffer. This was necessary due to both the contract time extension, the unforeseen need for an additional Construction Quality Assurance (CQA) personnel to provide engineering oversight on the project, and the CQA personnel being required on site for a longer time than originally budgeted. This increased the contract amount for Task Order 16-12 by \$163,796.46.

Because Change Order No. 1 and Amendment 1 to Task Order 16-12 only accounted for the additional engineering oversight and time extension for abnormal weather delays, it was necessary to execute Change Order No. 2 for the contract with Thalle and Amendment 2 for Task Order 16-12 for Neel Schaffer. Thalle and the County have agreed for Change Order No. 2 to extend the date of Substantial Completion to March 27, 2020 with no additional increase in contract costs. In addition, the costs for subcontractors used by Neel Schaffer will be subtracted from the monthly Pay Requests submitted by Thalle. Amendment 2 to Task Order 16-12 increases the engineering oversight contract amount by

\$159,450.00. Of this amount, \$64,950.00 of subcontractor costs will be subtracted from Thalle's invoices and \$94,500.00 of Neel Schaffer costs will come from the Project Contingency funds.

Task Order 16-12 Amendment #2 adds another \$159,450.00 dollars to the amended task order amount of \$493,481.00 (\$163,685.00 Amendment 1, \$329,796.00 original amount) for engineering and construction oversight services provided as set out in Exhibit A and approved by the Board on September 25, 2019.

If you have any questions regarding this task please contact Tom Mulligan at 633-2042 or 59173.

/jjh

Attachment: Task Order 16-12 Amendment #2 (3 Copies)
Tammy Gram (1 Copy)
Capital Outlay (1 Copy)
Phase VI Closure Fund Bar Graph

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Cathcart Construction, Inc	
2. Fund/Account #: 4111/260070	3. Department Name: Nat Res
4. Contract Description: Construction of 10 Treatment Systems for Freshwater Discharges into the Lagoon	
5. Contract Monitor: Carolina Alvarez	7. Contract Type: CONSTRUCTION
6. Dept/Office Director: Virginia Barker	

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

SECTION III - REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Carolina Alvarez <small>Digitally signed by Carolina Alvarez Date: 2020.02.12 17:53:08 -0500</small>	02/12/2020
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt <small>Digitally signed by Lairsey, Matt Date: 2020.02.25 16:25:14 -0500</small>	02/25/2020
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Valliere, Christine <small>Digitally signed by Valerie, Christine Date: 2020.02.25 16:27:26 -0500</small>	02/25/2020

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

<u>CM DATABASE REQUIRED FIELDS</u>	<u>Complete</u> ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Data (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

PHASE VI CLOSURE



First group is the original contract cost, Second group is contract cost after amendment #1 was approved showing a decrease in overall contract cost with a slight increase in Engineering oversight, along with an increase in contingency funds, Group 3 is the projected contract totals for amendment #2. OVERALL, even with the increase in engineering oversight and increased contingency funds the overall contract has been decreased by \$1,083,111

Financial Management Area 8001 Brevard County FM Area Version 0

Fiscal Year 2020
 Fund/Group 4014 Functional Area/Group *
 Funds center/group 352170 Funded Program/Group *
 Period/Group 0.,999

Commitment Items	Adopted Budget	Current Budget	Total Allocated	Pre-Commitments	Funds Balance	Commitments
5490040 Landfill Actual C6	2,500,000	2,500,000	7,755,062.98			7,008,271.78
5490050 Landfill Closure Lt	2,500,000	2,500,000	7,755,062.98			7,008,271.78
Other Current Charges	2,500,000	2,500,000	7,755,062.98			7,008,271.78
** OPERATING EXPENSES	19,849,549	19,849,549				
5990210 Landfill Service Pa	19,849,549	19,849,549				
Reserves - Restricted	19,849,549	19,849,549				
** RESERVES	22,349,549	22,349,549	7,755,062.98			7,008,271.78
*** Expenditure Items	22,349,549	22,349,549	7,755,062.98			7,008,271.78
**** Total	22,349,549	22,349,549	7,755,062.98			7,008,271.78

CHANGE ORDER FORM



NO. Two (2)
DATE: December 4, 2019
PROJECT BID NUMBER: B-2-19-01
PROJECT NAME: CDF Slurry Wall Landfill Phase VI Sideslope Closure
CONTRACTOR NAME: Thalle Construction Company
AGREEMENT DATE: January 24, 2019

The following changes are hereby made to the CONTRACT DOCUMENTS:

CONTRACT PRICE SUMMARY:

ORIGINAL Contract Price:	<u>\$11,146,873.60</u>
CURRENT Contract Price as Adjusted by Previous Change Orders:	<u>\$9,800,077.14</u>
NET INCREASE/(DECREASE) in Price Resulting from this Change Order:	<u>(\$0.00)</u>
FINAL Contract Price Incorporating Above Changes:	<u>\$9,800,077.14</u>

CONTRACT TIME SUMMARY:

ORIGINAL Contract Time (days):	<u>270 days</u>
CURRENT Contract Time as Adjusted by Previous Change Orders (days):	<u>304 days</u>
NET INCREASE/(DECREASE) in Time Resulting from this Change Order (days):	<u>139 days</u>
FINAL Contract Time Incorporating Above Changes (days):	<u>443 days</u>
NEW DATE FOR SUBSTANTIAL COMPLETION	<u>March 27, 2020</u>
NEW DATE FOR FINAL COMPLETION	<u>April 26, 2020</u>

CHANGES ORDERED:

- I. GENERAL
This Change Order is necessary to cover changes in the Work and Time to be performed under this Contract. The GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, SPECIFICATIONS and all parts of the Project Manual listed in Article 1, Definitions, of the GENERAL CONDITIONS apply to and govern all Work under this Change Order.
- II. REQUIRED CHANGES:

**TASK ORDER NUMBER 17-07
FOR THE
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BREVARD COUNTY SOLID WASTE MANAGEMENT SYSTEM**

**TITUSVILLE TRANSFER STATION
FINAL DESIGN AND PERMITTING**

**Board of County Commissioners
Solid Waste Management Department**

Jones Edmunds & Associates, Inc.

This TASK ORDER NO. 17-07, dated the ____ day of _____, 2019 by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County," and Jones Edmunds & Associates, Inc., a Florida Corporation, whose local address is 730 NE Waldo Road, Gainesville, Florida 32641, hereinafter referred to as "Consultant," amending that certain Agreement between the parties dated October 10, 2017.

WITNESSETH:

WHEREAS, the County is authorized to construct, acquire, improve, maintain, and operate its Solid Waste Management Facilities in the County; and

WHEREAS, the Solid Waste Management Department is charged with meeting the existing and future solid waste disposal needs of Brevard County; and

WHEREAS, the County desires to operate its Solid Waste Facilities in accordance with State, Federal, and local requirements; and

WHEREAS, the Consultant has experience in the planning, procuring, and preparing of permit applications and in the design, financing, construction administration, and operation of similar systems, facilities, and tasks required; and

WHEREAS, the County has retained the services of the Consultant to provide consulting and engineering services, including preliminary design and environmental permitting for the Titusville Transfer Station under Task Order 17-04; and

WHEREAS, the County desires the Consultant to prepare final design drawings, specifications, cost opinions and remaining permit applications to construct the Titusville Transfer Station; and

WHEREAS, the County desires to amend that certain "Agreement" between the parties dated October 10, 2017.

NOW, THEREFORE, in consideration of the premises and mutual promises and conditions contained herein, it is mutually agreed between the parties as follows:

SECTION 1. Scope of Services: The Scope of Services agreed to be performed by the Consultant under the continuing agreement between the parties, dated October 10, 2017, is hereby amended to include the services shown on Attachment 1, attached to this Task Order.

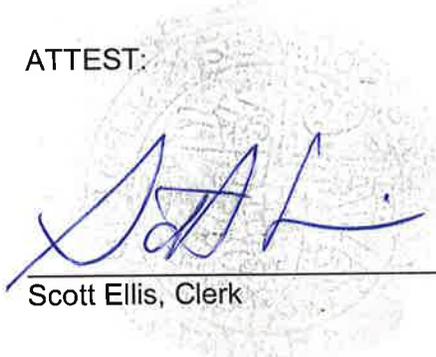
SECTION 2. Compensation: Compensation shall be in accordance with "SECTION 3, COMPENSATION" of the continuing agreement between the parties dated October 10, 2017. The Consultant shall be paid for this Task Order 17-07 a not-to-exceed amount of Two Hundred Eighty Six Thousand One Hundred Seventy Four Dollars and no cents (\$286,174) for the services as set forth in Attachment A-1 of this Task Order.

SECTION 3. Continuing Effect of Agreement: Except as otherwise provided in this Task Order, the Continuing Agreement dated October 10, 2017 shall remain in full force and effect.

SECTION 4. Time for Performance: The Consultant shall complete the work required in this Task Order within the time limits set forth in Attachment 1 after the County issues a Notice to Proceed.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal the day and year first above written.

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

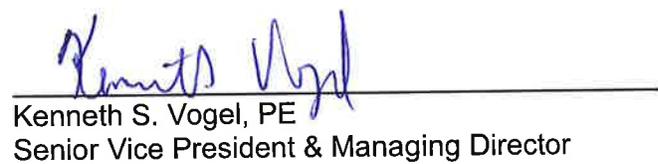


By: Kristine Isnardi, Chair
As approved by the Board on September 24, 2019

ATTEST:



CONSULTANT:
JONES EDMUNDS & ASSOCIATES, INC.



Kenneth S. Vogel, PE
Senior Vice President & Managing Director

RKoller 10/7/2019

ATTACHMENT A-1: TASK ORDER NO. 17-07 TITUSVILLE TRANSFER STATION FINAL DESIGN AND PERMITTING

**BOARD OF COUNTY COMMISSIONERS SOLID WASTE MANAGEMENT
DEPARTMENT BREVARD COUNTY, FLORIDA**

SCOPE OF SERVICES

SEPTEMBER 11, 2019

PROJECT

This Scope of Services is for performing professional engineering services for the final design of a new solid waste transfer station facility on the Mockingbird Way (MBW) Mulching Facility property at 3600 South Street, Titusville, Florida. The project consists of final design, permitting, and preparation of contract documents for bidding and construction. The final design will be a continuation of preliminary design and permitting being completed under Task Order No. 17-04 for project components including but not limited to a new transfer station building, office/break room, scale house, scales, roadway modifications, stormwater management system, associated utility modifications, ecological mitigation, and related work.

BACKGROUND

The Brevard County Board of County Commissioners owns and the Brevard County Solid Waste Management Department (SWMD) operates the MBW Facility on South Street (State Road [SR] 405) in Titusville, Florida in Sections 18 and 19, Township 22N, and Range 35E. The MBW Facility operates as a Source-Separated Organics Processing Facility and is registered with the Florida Department of Environmental Protection (FDEP), Water Assurance Compliance System (WACS) ID 16258 ([FDEP Oculus Electronic Documents Listing link](#)). The MBW Facility also has a Household Hazardous Waste Collections Center. This facility accepts residential and commercial yard waste from franchise haulers, private citizens, and municipal haulers and serves north Brevard County including the City of Titusville and the unincorporated communities of Mims and Scottsmoor. The yard waste brought to the facility is processed regularly, and the mulch produced is available for residents to collect at no cost.

SWMD also operates the Titusville Transfer Station (TTS) approximately a 1/2-mile south of the MBW Facility. The TTS serves north Brevard County and accepts residential and commercial solid waste from franchise haulers, private citizens, and municipal haulers. The solid waste brought to TTS is loaded into SWMD transfer trailers and hauled to the Central Disposal Facility (CDF) in Cocoa for disposal. The TTS was constructed in 1976 and has a design capacity of 250 tons per day. The transfer station operation involves mechanically moving, compacting, and loading solid waste into reinforced SWMD transfer trailers. The solid waste and the mechanical processing of waste contribute significantly to the wear and

deterioration of the facility and high-use equipment such as the compactors. SWMD maintains and services the equipment in proper working condition; however, the equipment is past its useful life. Jones Edmunds assisted SWMD with feasibility studies and preliminary design efforts to construct a new transfer station building on the 8-acre TTS property. SWMD suspended the preliminary design project in October 2018 and requested that Jones Edmunds evaluate constructing the new transfer station at the County-owned MBW property. Jones Edmunds completed and submitted a MBW Feasibility Evaluation Technical Memorandum dated February 20, 2019. SWMD decided to site the new transfer station at the MBW property to simplify construction (allowing the existing transfer station to remain in operation until the new station is operational), consolidate operations, provide equitable facilities for staff, and improve efficiency. SWMD authorized a preliminary design and permitting task (Task Order No. 17-04) in April 2019 scheduled for completion by December 2019 that includes preparing 60% civil design drawings and FDEP ERP and Solid Waste permit applications. The preliminary task also includes programming of architectural floor plans for the office/breakroom and scale house.

Final Design will involve the following elements:

- Full architectural, structural, mechanical, electrical, plumbing and fire protection design for the transfer station, office/breakroom, and scale house.
- The preliminary (60%) civil design developed under Task Order No. 17-04 will be advanced to final completion.
- Site electrical, water and wastewater utilities, and landscape designs will be developed for the site.
- Completion of Brevard County Land Development site plan application.
- Completion of FDOT Drainage Connection Permit application.

ASSUMPTIONS

The following key assumptions govern this Scope of Services for final design of a new transfer station at the MBW property:

- The design capacity of the new transfer station will remain 250 tons per day. The TTS facility was originally designed for 250 tons per day and typically receives about 150 tons per day. Significant growth is not expected for the service area.
- In accordance with County direction, the new facility will be a two-level operation for open-top transfer trailers. The building will feature a lower level "tunnel" for transfer trailers to position beneath and an opening in the upper-level tipping floor where waste is pushed through using a front-end loader to load trailers. The same type of transfer station is used at the Sarno Transfer Station in Melbourne, which the County prefers because of operational efficiency. The proposed new transfer station will be significantly scaled down compared to the Sarno Transfer Station since north Brevard waste volumes are much lower.
- The preliminary transfer station building design developed through the previous Feasibility Study and subsequent preliminary design for TTS will be the basis for the new transfer station.
- The office/breakroom will be designed based on the modified layout and relative location approved by SWMD during the preliminary design.

- Truck scales will be required for the transfer trailers in the new transfer station building, and a separate truck scale along the circulation roadway will be included for weighing incoming and outgoing trucks.
- A scale house will be designed based on the conceptual architectural floor plan presented during the preliminary design.
- The site plan geometry, grading, stormwater, utility layout, and other site features will be as developed and permitted through the preliminary design phase. Additional detail and refinement of the site design will be provided as needed for bidding and construction.
- The undeveloped north portion of the MBW property historically contained wetlands that may be impacted by new construction. Wetlands impacts for both the transfer station and mulching area expansion will be permitted under the transfer station task order and may require purchase of mitigation credits. Design of on-site wetland creation or enhancement areas for mitigation are excluded.
- This Scope assumes that the existing signalized intersection at the entrance to the facility (Park Avenue and SR 405) is adequate and will not require modifications. We have included in this Scope of Services an optional traffic analysis as may be required for Brevard County Land Development review and FDOT permitting. Driveway modifications, signalization, and improvements to SR 405 are excluded, but may be provided as Additional Services to this Task Order if deemed necessary through agency review.

SCOPE OF WORK

Jones Edmunds will provide the following services for final design and permitting of the Titusville Transfer Station at MBW. The project is broken into several tasks that will be performed to meet the project objectives.

- Task 1: Project Management.
- Task 2: Subconsultants.
- Task 3: Final Design.
- Task 4: Permit Applications.

TASK 1: PROJECT MANAGEMENT

Jones Edmunds will manage the design project and all subconsultant team members. This includes contract management, project administration, and meetings. Jones Edmunds will conduct a kick-off meeting to review the preliminary design, compile additional SWMD requirements, and incorporate that information into the project. Jones Edmunds will meet with SWMD after the two proposed design progress submittals to review comments and incorporate the comments into the subsequent design phase. Jones Edmunds will meet regularly with SWMD staff to review progress, discuss requirements, impacts to construction cost and schedule, and other items pertaining to design and permitting.

Deliverable(s):

- Electronic files (PDF) of meeting minutes, list of attendees, and any presentations or exhibits used.

TASK 2: SUBCONSULTANTS

Jones Edmunds team includes trusted partner subconsultants on the project for facility design. The Lunz Group (formerly known as WMB-ROI Architects) will be providing architectural, mechanical, fire protection, electrical, and landscape architectural designs. GSE Engineering & Consulting, Inc. will be handling structural design. We also included Lassiter Transportation Group (LTG) for traffic analysis support if needed for Brevard County Land Development Permitting. All subconsultant fees and billings will be handled under this task, though the services of these subconsultants will be performed under other tasks as discussed herein. Proposals from these subconsultants including their scopes and fees are attached.

TASK 3: FINAL DESIGN

The SWMD-approved preliminary design prepared under Task Order No. 17-04 will be implemented by Jones Edmunds to prepare Final Design Documents. Since the 60% Civil design will be completed under the preliminary design, the first progress deliverable under this task will be 90% Civil/60% Facilities design. This will allow the Civil to be essentially finalized, allowing for Land Development and FDOT permitting to proceed (see Task 4). The next progress submittal will be 100% Civil/90% facilities design. Upon completion of the 100% Civil/90% Facilities design review (covered under Project Management), Jones Edmunds will prepare Final Design Documents for SWMD procurement of construction bids.

DRAWINGS

A list of the drawings to be delivered at each progress submittal is attached.

TECHNICAL SPECIFICATIONS

Jones Edmunds will prepare written Technical Specifications to support the project design. The 60%, 90%, and Final submittals will include fully-edited specification sections. The Technical Specifications will be provided in Construction Specifications Institute (CSI) MasterFormat 16-Division format. Division 0 containing bidding and contracting requirements will be provided by SWMD and reviewed and update with project-specific requirements. Jones Edmunds will provide Divisions 1 through 16, construction requirements, and technical specifications. Specification sections estimated to be required at each of the progress submittals are attached.

UPDATED CONSTRUCTION COST OPINIONS

Updated Construction Cost Opinions will be prepared at each phase of the design based on cost databases such as RS Means and the FDOT Construction Contract History, vendor and contractor cost quotes, and construction cost data from similar recent projects performed by Jones Edmunds in the region. Construction cost opinions will include mark-up of labor, materials, and equipment including contractor overhead, profit, prime contractor markup of subcontractors, and any required market factors to account for market conditions during project bidding. Construction costs may vary from these cost opinions depending on several factors including phasing, bid alternates, bid method, final design, actual contractor and vendor quotes, unforeseen conditions, and the construction market at the time of bidding and construction. The Final Design phase cost opinions will be ACEI Class 2 at the 60%

design level, with a targeted range of accuracy of -15 to +20%, and Class 1 at the 90% and Final Design phases, with a targeted range of accuracy of -10 to +15%.

TRAFFIC ANALYSIS (OPTIONAL)

Jones Edmunds has included scope and fee for an optional traffic impact study to be performed by subconsultant LTG if deemed required by Brevard County Land Development for site plan approval and/or the Florida Department of Transportation (FDOT) for driveway connection modification approval. This excludes design of improvements since the extent of such improvements is not known at this time.

Deliverable(s):

- Four 22-inch-x-34-inch hard-copy sets of drawings and one PDF at each progress submittal.
- Four hard copies and one electronic PDF set of the 60%, 90%, and Final Design specifications.
- Electronic PDF of cost opinion.
- Electronic PDF of traffic impact study if required.

TASK 4: PERMIT APPLICATIONS

An FDEP Environmental Resources Permit Application, FDEP Waste Processing Facility Construction Permit Application, and USACE Permit Application is covered under the Preliminary Design Task Order 17-04. For this Final Design Task Order 17-07, Jones Edmunds will provide permit application packages for the permits listed below, and respond to requests for additional information (RAI) needed to ensure applications comply with regulatory requirements. Jones Edmunds assumes that the County will pay all applicable permit application and other regulatory fees.

FDOT DRIVEWAY AND DRAINAGE CONNECTION PERMITS

Jones Edmunds will meet with FDOT staff to confirm requirements for permitting drainage and driveway connection improvements. Jones Edmunds will prepare the necessary Driveway and Drainage Connection Permit applications with supporting documentation and detailed engineering plans demonstrating compliance with FDOT requirements.

BREVARD COUNTY PLANNING AND DEVELOPMENT SITE PLAN APPROVAL

Jones Edmunds is meeting with Brevard County Planning and Development staff under the Preliminary Design Task Order 17-04 to confirm County site plan approval requirements and permitting process. For this Final Design task, Jones Edmunds will prepare the necessary site plan approval application with supporting documentation and detailed engineering plans demonstrating compliance with County requirements. Jones Edmunds will attend two County meetings to discuss review comments on the site plan approval application.

FDEP WATER SYSTEM CONSTRUCTION PERMIT

Jones Edmunds will prepare a FDEP Water System Construction Permit application package for extension of their water main loop to serve the new transfer station, scale house, and mulching area.

CITY OF TITUSVILLE UTILITY PLAN APPROVAL

Jones Edmunds will submit plans to the City of Titusville for approval of the water and wastewater improvements and signing of FDEP permit applications as Utility owner/operator for utility improvements. This assumes that any utility connection applications, impact fees, connection charges, etc., will be covered by SWMD.

Deliverable(s):

1. Electronic PDF of all draft permit application packages for SWMD review.
1. Four hard copies of final permit application package for SWMD signatures, unless electronic submittals are required or allowed by the agencies. One set of the final documents will be signed and sealed by the designers-of-record.

COMPENSATION

The compensation for Professional Services described in this Scope of Services will be in accordance with the "Not-to-Exceed" approach in Section 3 of the *Agreement for Engineering and Consulting Services*, dated October 10, 2017. The compensation was calculated using the standard hourly rates outlined in the Agreement. The level of effort and the corresponding costs for this authorization are shown in the attached Fee Estimate.

SCHEDULE

A proposed schedule for this Final Design task is attached. The schedule is subject to modification based on final notice to proceed dates and upon mutual agreement between the SWMD and Jones Edmunds, as the project progresses.

PROPOSAL CLARIFICATIONS

The following proposal clarifications govern this Scope of Services. Excluded items may be provided by Jones Edmunds as an Additional Service upon written agreement.

1. Any required regulatory permitting or plan review fees will be paid by County.
2. SWMD will cover any City of Titusville impact fees, connection charges, utility service applications, or other related utility service coordination items.
3. Responses to regulatory comments on the permit applications are limited to correcting design or regulatory deficiencies in the application.
4. Permitting or relocation of threatened and endangered species is excluded.
5. Cultural resources (e.g., archaeological, historical, etc.) surveying, permitting, and mitigation are excluded.
6. Maintenance of traffic requirements for the contractor will be provided as references to FDOT standards.
7. Bidding and construction phase services are excluded.

Titusville Transfer Station Final Design and Permitting
Task Order 17-07
 Jones Edmunds Opportunity No. 95440-292-19
Fee Estimate

Task No	Task Description	Project Director	Senior Project Engineer/ Professional	Project Engineer/ Professional / Scientist	Staff Engineer/ Professional	Project Technician / AutoCAD	Administrative Assistant/ Clerical	Total	Labor Cost	Subconsultant	Total Cost
	Approved Rate	\$200	\$177	\$118	\$107	\$91	\$70				
1	Project Management										
	Contract and project administration	32	96	0	0	0	32	160	\$25,632	\$0	\$25,632
	Final Design Kickoff meeting	4	6	0	0	0	2	12	\$2,002	\$0	\$2,002
	Design Review Meetings (60% and 90%)	8	16	16	0	0	4	44	\$6,600	\$0	\$6,600
	Client Progress meetings (3)	12	18	0	0	0	6	36	\$6,006	\$0	\$6,006
	Subtotal	56	136	16	0	0	44	252	\$40,240	\$0	\$40,240
2	Subconsultants										
	Architectural, MEP/FP, Landscape (WMB)	0	0	0	0	0	0	0	\$0	\$94,700	\$94,700
	Structural (GSE)	0	0	0	0	0	0	0	\$0	\$32,700	\$32,700
	Traffic Analysis (LTG)	0	0	0	0	0	0	0	\$0	\$5,500	\$5,500
	Subtotal	0	0	0	0	0	0	0	\$0	\$132,900	\$132,900
3	Final Design										
	Drawing Development (See Estimated Drawing List)	16	48	80	120	160	16	440	\$49,656	\$0	\$49,656
	Technical Specifications in CSI Format (Div 1 - 16)	12	16	20	24	0	40	112	\$12,960	\$0	\$12,960
	Opinion of Probable Construction Costs	4	12	16	32	0	0	64	\$8,236	\$0	\$8,236
	Progress Submittals 60% and 90%	8	12	12	0	16	8	56	\$7,156	\$0	\$7,156
	Final Submittal	4	8	8	0	12	6	38	\$4,672	\$0	\$4,672
	Subtotal	44	96	136	176	188	70	710	\$82,680	\$0	\$82,680
4	Permitt Applications										
	FDOT Driveway and Drainage Connection Permit Packages	2	8	40	0	12	8	70	\$8,188	\$0	\$8,188
	FDEP Water System Construction Permit Package	1	2	16	0	8	4	31	\$3,450	\$0	\$3,450
	Brevard County Site Plan Application Package	2	8	24	0	20	12	66	\$7,308	\$0	\$7,308
	Brevard County Meetings on LD App (2)	0	8	12	0	0	4	24	\$3,112	\$0	\$3,112
	City of Titusville (COT) Utility Plan approval	4	8	16	0	0	6	34	\$4,524	\$0	\$4,524
	Pre-Application Meetings (FDOT, FDEP, COT)	4	8	12	0	0	2	26	\$3,772	\$0	\$3,772
	Subtotal	13	42	120	0	40	36	251	\$30,354	\$0	\$30,354
	TOTAL	113	274	272	176	228	150	1213	\$153,274	\$132,900	\$286,174

Titusville Transfer Station Design and Permitting
Task Order 17-07
 Jones Edmunds Opportunity No. 95440-292-19
Preliminary Drawing List

Sheet No.	Sheet Title	This Task Order			
		NIC 60% Civil	90% Civil/ 60% Facilities	100% Civil/ 90% Facilities	Final
Civil	Cover	1	1	1	1
	Drawing Index	1	1	1	1
	General Notes Legend Utility Contacts	1	1	1	1
	Overall Site Plan	1	1	1	1
	Coordinate Tables			1	1
	Civil General Notes Legend and Abbreviations	1	1	1	1
	Boundary Survey	1	1	1	1
	Topographic Survey	1	1	1	1
	Demolition Plan		1	1	1
	Phasing Plan		1	1	1
	Typical Roadway Sections		1	1	1
	Site Plan (South)	1	1	1	1
	Site Plan (North)	1	1	1	1
	Site Geometry Plan (South) and Alignment Tables		1	1	1
	Site Geometry Plan (North)		1	1	1
	Site Grading and Drainage Plan (South)	1	1	1	1
	Site Grading and Drainage Plan (North)	1	1	1	1
	Site Utilities Plan (South)	1	1	1	1
	Site Utilities Plan (North)	1	1	1	1
	Roadway Profiles	1	1	1	1
	Roadway Sections	1		1	1
	Sections			1	1
	Sections			1	1
	Stormwater Pollution Prevention Plan	1	1	1	1
	Stormwater Pollution Prevention Notes	1	1	1	1
	Stormwater Pollution Prevention Details	1	1	1	1
	Wetland and Surface Water Impact Plan	1	1	1	1
	Civil Details	1	1	1	1
	Civil Details	1	1	1	1
	Civil Details			1	1
	Civil Details			1	1
	Civil Details			1	1
	Civil Details			1	1
	Traffic Striping Plan			1	1
	Traffic Striping Plan			1	1
	Lift Station Plan and Section		1	1	1
	Lift Station Details		1	1	1
Landscape	Landscape Site Plan (North)		1	1	1
	Landscape Site Plan (South)		1	1	1
	Landscape Details			1	1
	Landscape Details			1	1
Architecture	Cover Sheet		1	1	1
	Tipping Code Analysis, Drawing Index		1	1	1
	Scale Code Analysis		1	1	1
	Accessibility Guidelines		1	1	1
	Architectural Site Plan		1	1	1
	Life Safety Plan - Tipping		1	1	1
	Life Safety Plan - Office/Break Room		1	1	1
	Floor Plan - Tipping Building	1	1	1	1
	Floor Plan - Office/Break Room	1	1	1	1
	Reflected Clg Plan - Tipping		1	1	1
	Reflected Clg Plan - Office/Break Room		1	1	1
	Roof Plan - Tipping		1	1	1
	Roof Plan - Scale		1	1	1
	Exterior Elevations - Tipping	1	1	1	1
	Exterior Elevations - Tipping		1	1	1
	Exterior Elevations - Office/Break Room	1	1	1	1
	Interior Elevations - Tipping		1	1	1
	Interior Elevations - Tipping		1	1	1
	Interior Elevations - Tipping		1	1	1
	Interior Elevations - Office/Break Room		1	1	1
	Interior Elevations - Office/Break Room		1	1	1

Titusville Transfer Station Design and Permitting
Task Order 17-07
 Jones Edmunds Opportunity No. 95440-292-19
Preliminary Drawing List

Sheet No.	Sheet Title	NIC	This Task Order		Final
		60% Civil	90% Civil/ 60% Facilities	100% Civil/ 90% Facilities	
	Bldg./Wall Sections - Tipping		1	1	1
	Bldg. Section/Details - Tipping		1	1	1
	Bldg. / Wall Section - Office/Break Room		1	1	1
	Schedules - Tipping		1	1	1
	Schedules - Office/Break Room		1	1	1
	Florida Product Approvals			1	1
	Florida Product Approvals			1	1
	Florida Product Approvals			1	1
	Florida Product Approvals			1	1
Structural	General Notes and Design Criteria		1	1	1
	General Notes and Design Criteria			1	1
	Transfer Station Foundation Plan		1	1	1
	Transfer Station Drive-Thru Foundation Plan		1	1	1
	Truck Foundation Plan		1	1	1
	Scale House Foundation & Framing Plan		1	1	1
	Sections and Details			1	1
	Sections and Details			1	1
	Sections and Details			1	1
	Sections and Details			1	1
	Sections and Details			1	1
Fire Protection	Fire Protection Criteria Sheet		1	1	1
	Fire Protection Floor Plan		1	1	1
	Fire Protection Site Plan		1	1	1
Plumbing	Plumbing Legends and Notes		1	1	1
	Overall Plumbing Floor Plan		1	1	1
	Scale Building Plumbing Floor Plans		1	1	1
	Plumbing Details			1	1
Mechanical	Mechanical Legends and Notes		1	1	1
	Mechanical Floor Plan		1	1	1
	Scale Building Mechanical Floor Plan		1	1	1
	Mechanical Details			1	1
Electrical	Electrical Legend, Notes, and Fixture Schedule		1	1	1
	Power and Tel-Com Riser Diagrams and Schedules		1	1	1
	Fire Alarm		1	1	1
	Electrical Site Plan		1	1	1
	Site Lighting Plan		1	1	1
	Power Floor Plan		1	1	1
	Office/Break Room Electrical Plans		1	1	1
	Lighting Floor Plan		1	1	1
	Electrical Details			1	1
	Electrical Details			1	1
Total			25	77	102



August 30, 2019

Jones Edmunds
Richard Koller: RKoller@jonesedmunds.com
Tobin McKnight: TMcKnight@jonesedmunds.com
3910 S. Washington Avenue, Suite 210
Titusville, FL 32780

Re: Titusville Transfer Station – Mockingbird Site

Dear Richard & Tobin,

Thank you for the opportunity to provide our services for the Titusville Transfer Station – Mockingbird Site for Jones Edmunds.

This proposal is reflective of email / conference call received on 8/12/2019 with Rich Koller and Tobin McKnight (Jones Edmunds) which included the "Titusville Transfer Station". This Proposal is inclusive of Architectural, Mechanical, Electrical, Plumbing/FP Engineering, Landscape Architecture Services as defined below for the Design Development and Construction Document Phases. This scope outline was taken from the feasibility study.

"The proposed Transfer Station will be"

- A prefabricated (pre-engineered) metal building on a concrete foundation.
- The inside of the building will have two levels.
- The transfer trailer "tunnel" will be on the north side of the building.
- The tipping floor will be approximately 18 feet above the finished floor elevation of the transfer trailer.
- The tipping floor is assumed to be 158 feet long and 75 feet wide (based on other facilities with similar capacity). These dimensions will allow maneuvering and unloading for multiple trucks and space for waste storage."
- Provide Design of Scale House Building ~350 sq. ft. (HVAC, Elec., Plumbing, Arch.)

Attached: ("Figure A & B" Express a 160' x 120' footprint for the new transfer station / breakroom and a 24' x 14' Scale House). This equates to 20,600 sq. ft footprint for the transfer area and the breakroom.

Task 1: Schematic Design

Not included in this proposal; services provided under separate proposal/task.

Task 2 & Task 3: Design Development, Construction Documents Phases for Architectural, Mechanical, Electrical, Plumbing, Fire Protection, and Landscape Architecture

Design Development Phase:

- Proceed with approved preliminary / schematic drawing for development of design.
- Code Analysis for specific building types.
- Coordinate with disciplines.
- Coordinate equipment requirements for specific intent (regarding scales, chutes, etc.)
- Conference calls to coordinate issues with development of design.

Deliverables:

- Provide 60% design development documents for Owner review.

HEADQUARTERS
58 Lake Merton Dr.
Lakeland, FL 33801

PHONE
863.682.1882

FAX
863.687.6346

WEBSITE
www.lunz.com



Construction Document Phase:

Provide construction documents:

- Architectural
- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering
- Fire Protection layout / performance specification
- Landscape Architecture Design
- Site Lighting Design
- Provide client a 90% Final Review set.
- Two (2) meetings are included

Deliverables:

- Provide 90% Construction documents.
- Provide 100% CDs – Which will include final review comments.

Task 4: Permitting / Bidding / Negotiations:

Not included in this proposal, services provided under separate proposal/task.

Task 5: Construction Administration:

Not included in this proposal, services provided under separate proposal/task.

Additional Services:

- Any work/services provided/requested outside this scope of work above shall be mutually agreed upon and shall generate an addendum to the original contract for the additional scope and fee for design services.
- An estimate for an additional task shall be provided and agreed to prior to additional services rendered.
- Revisions to drawing when such revisions are:
 - Inconsistent with approval or instructions previously given by the client, including revisions made necessary by adjustment in the program or program budget.

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58 Lake Morton Dr.
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Our fee to this project is **\$94,700.00** and is broken into the following tasks:

Task 1: Schematic Design – not included	\$.00
Task 2/3: Design Development & Construction Document Phases	
Architectural	\$54,500.00
Mechanical, Electrical, Plumbing & Fire Protection	\$19,500.00
Scale Building Design ~ 350 SF (MEP/Arch Services)	\$ 7,800.00
Landscape Architecture	\$ 9,000.00
Site Lighting/Coordination	\$ 3,900.00
Task 4: Permitting/Bidding/Negotiations (separate proposal)	\$.00
Task 5: Construction Administration (to be provided in separate proposal)	\$.00
Total:	<u>\$94,700.00</u>

Site Visits (additional visits not included in DD, CD phases above) \$ 900.00

- Additional site visits are compensated per visit/per person and only as directed / requested by client.

CONDITIONS OF THE AGREEMENT

The Architect shall submit monthly invoices to the Client for compensation of the work completed at the time of invoicing. Payment shall be due within 30 days of receipt of each invoice. In the event that full payment on any invoice exceeds 60 days, all work on the project shall cease until all outstanding invoices are paid in full. The Client agrees to pay or reimburse the Architect for all reasonable attorneys and legal fees required to collect compensation for services rendered in accordance with this contract agreement.

The Client may terminate this Agreement without cause upon giving the Architect seven (7) days written notice. In the event of termination, the Architect shall be paid for all work in progress, to be based upon the work completed up to and including the date of termination.

The Architect shall provide work of a professional caliber; however, the Architect cannot, and does not, guarantee the action of the reviewing agencies and governmental officials to provide government approvals.

DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and the Architect agree that all disputes shall be submitted to nonbinding Mediation with a Mediator in Polk County, Florida, unless the parties mutually agree otherwise.

A demand for Mediation shall be forwarded in writing to the other party within a reasonable time after the claim; dispute or other matter in question has arisen. In no event shall the demand for Mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Within ten (10) days after receipt of the demand for Mediation, the parties shall submit the dispute to mediation before a certified mediator from the list (the "list") maintained by the Chief Judge of the Tenth Judicial Circuit of Florida pursuant to Rule 1.810, Florida Rules of Civil Procedure to be selected by the parties. The parties shall select the mediator within thirty (30) days of the receipt of the notice of deadlock, dispute or controversy. In the event that the parties cannot agree on a mediator, then each party shall promptly select a mediator from the list, and the two selected mediators shall select a third mediator who shall mediate the dispute. The mediation shall be held within sixty (60) days from the selection of the mediator.

STANDARD OF CARE AND ALLOCATION OF RISK

The Design Professional's services under this Agreement will be consistent with the degree of care and skill exercised by reasonably prudent members of the Design Professional's profession who are acting in

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the community in which the services are provided under similar circumstances. If the Design Professional's services fall below this standard of care, then the Client shall provide notice of the same to the Design Professional and allow the Design Professional an opportunity to correct such services before the Design Professional shall be liable for any damages suffered or incurred by the Client as a result of such failure of the Design Professional to meet the aforesaid standard of care. The Design Professional and the Client recognize that this Project involves risk. While the Design Professional shall be liable for its negligent acts and errors, the Design Professional and the Client hereby agree as follows regarding the Design Professional's liability arising out of or relating to this Agreement and/or the Project to which it relates: (i) in relation to any negligent omissions by the Design Professional, the Design Professional's liability shall be limited to the cost, expenses or damages suffered or incurred by the Client as a result or consequence of any such negligent omissions, but in no event shall the Design Professional be liable for the cost of the labor, equipment, services or materials which the Design Professional negligently omitted which, if they had not been omitted, would have been included in the Project and paid for by the Client in any event; and (ii) in relation to both the provisions of "(i)" just preceding this clause, and in relation to any and all other claims for losses, expenses, costs, liabilities and damages of any kind whatsoever for which the Design Professional may otherwise be liable, the Client agrees that the maximum amount for which the Design Professional may be responsible or liable is \$10,000.00, or the Design Professional's fees in relation to this Project, whichever is greater.

Pursuant to Florida Statutes Section §558.0035 (2013), an individual employee or agent of The Lunz Group may not be held individually liable for negligence.

We are ready to start this work immediately and enjoy our professional relationship with you. Please let me know when you would like to begin the process. A formal contract will be provided if you find this scope and fee acceptable.

Thank you for this opportunity.

J. Michael Murphey, AIA, NCARB,

Attachment: Reimbursable Fee Schedule

CC: Eden Konishi, Brittany Currier, The Lunz Group

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Lakeland, FL 33801

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863.692.1882

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Engineering & Consulting, Inc.

September 11, 2019

Mr. Richard N. Koller, P.E.
Jones Edmunds & Associates, Inc.
3910 S. Washington Ave., Suite 210
Titusville, FL, 32780

Proposal for Structural Services – Revision 1

Mockingbird Transfer Station

3600 South Street
Titusville, Brevard County, Florida
GSE Proposal No. 2018-061A

Dear Richard:

GSE Engineering & Consulting, Inc. (GSE) is pleased to present this revised proposal for providing Structural Engineering services to assist in the design and construction of the Mockingbird Transfer Station in Brevard County, Florida.

This proposal outlines our understanding of the project, presents our proposed scope of services, and contains a schedule and our fees for providing these services. This proposal has been revised considering a new site location and layout.

PROJECT DESCRIPTION

We understand this project consists of the design of a new Transfer Station, Scales and Scale House, and miscellaneous retaining walls and storm water structures for the City of Titusville. The site is located at 3600 South Street in Titusville, Florida.

The new transfer station structure will be a pre-engineered metal building encompassing the main Transfer Station and tipping floor, and an attached office/breakroom structure including restrooms, utility rooms, enclosed stairs and elevator for access to the tipping floor. The Transfer Station footprint will be approximately 160 feet x 120 feet, with a single story metal building housing transfer operations. The height of the building will be at least 20 feet high to allow for the operation of trucks and loaders. The tipping floor will consist of a reinforced concrete slab on grade, and a reinforced concrete elevated slab along the north side of the building to accommodate trailers that will access the tipping floor from a “tunnel” level approximately 18 feet below the level of the tipping floor. Reinforced concrete push walls will be designed along the perimeter where waste will be stored and transferred. The Scale House and scales will be adjacent to the transfer station and the final concept for these structures will be developed during preliminary design.

Jones Edmunds & Associates, Inc. is the lead designer for the project, and GSE has prepared this proposal for the structural engineering services required to complete and sign/seal the contract documents including specifications. All work will be performed under the direction of a Structural Engineer registered in Florida. We have also included a fee for services during construction which will include review of all structural shop drawings and daily inspections as required.

GSE Engineering & Consulting, Inc.
5590 SW 64th Street, Suite B
Gainesville, Florida 32608
352-377-3233 Phone • 352-377-0335 Fax
www.gseengineering.com

FEE

Based upon our understanding of the project and scope of work presented above, we can perform the proposed scope of services for the following fees:

Structural Design Services for Transfer Station – \$27,000

Structural Design Services for Scales and Scale House – \$4,200

Structural Design Services for Misc. Structures – \$1,500

Total Fee = \$32,700

If additional services are required, these could be provided as an addendum to this proposal. We will not exceed our fee without your prior authorization for an increase in our scope of services.

AUTHORIZATION

To formally authorize us to proceed with this project and to complete our files, please execute and return to us a copy of the attached Professional Services Agreement or provide us your standard subconsultant agreement.

CLOSURE

We appreciate the opportunity to submit this proposal and we look forward to the possibility of working with you on this and future projects. If you have any questions, or if we can provide any additional information, please call us.

Sincerely,

GSE Engineering & Consulting, Inc.


Monrad R. Thue, P.E.
Principal Engineer


Kenneth L. Hill, P.E.
Principal Engineer

MRT/KLH:ldj
\\SERVER1\General\Proposals\2018 Proposals\2018-061 Revision 1 Mockingbird Transfer Station\2018-061 Revision 1 Structural Proposal.doc

Attachment: Professional Services Agreement (1)

Distribution: Addressee (1- electronic)
File (1)



Please sign, date, and return this service agreement to our office by:

- Fax (352) 377-0335
- Email ljones@gseengineering.com

Professional Service Agreement

Section I.

THIS AGREEMENT, made and entered into by and between GSE Engineering & Consulting, Inc. (GSE) and the Client identified herein, provides for professional services described under the attached Proposal No. 2018-061A dated September 11, 2019, and under the terms of Section II of this agreement.

CLIENT	INVOICE APPROVAL (If different from Client)
<u>Jones Edmunds & Associates, Inc.</u>	Firm _____
<u>730 NE Waldo Road</u>	Address _____
<u>Gainesville, Florida 32641</u>	City/State _____
CONTACT PERSON	CONTACT PERSON
<u>Mr. Richard N. Koller, P.E.</u>	<i>(If Different from Client)</i> _____
Phone <u>321-269-2950 x 1048</u>	Phone _____
Cell <u>321-961-0045</u>	Fax _____
E-mail <u>RKoller@jonesedmunds.com</u>	E-mail _____

PROJECT (NAME and/or DESCRIPTION): Mockingbird Transfer Station
3600 South Street
Titusville, Brevard County, Florida

GSE agrees to perform the professional services set forth in the Proposals attached hereto and made a part of the AGREEMENT hereof, in accordance with Section II, STANDARD PROVISIONS expressed herein.

PAYMENT TERMS: *All invoices are payable within 30 days of invoice date, time being of the essence. Interest at the rate of 18% per annum shall accrue on all unpaid invoices (or portion thereof) from their due date. GSE Engineering & Consulting, Inc. shall be entitled to recover its attorney's fees and costs incurred in the collection of all sums due, regardless of whether a suit to collect such sums is filed. The sole and exclusive venue for any and all actions by and between the parties shall be Alachua County, Florida, unless a different venue is required by statute. The parties hereby expressly waive the right to trial by jury in any and all such actions.*

IN WITNESS WHEREOF, this AGREEMENT is accepted on the date written above.

Client: Jones Edmunds & Associates, Inc.	GSE Engineering & Consulting, Inc.
SIGNED: _____	SIGNED: _____
PRINT: <u>Richard N. Koller, P.E.</u>	PRINT: <u>Kenneth L. Hill, P.E.</u>
TITLE: <u>Project Engineer</u>	TITLE: <u>Principal Engineer</u>
DATE: _____	DATE: _____

Section II. STANDARD PROVISIONS

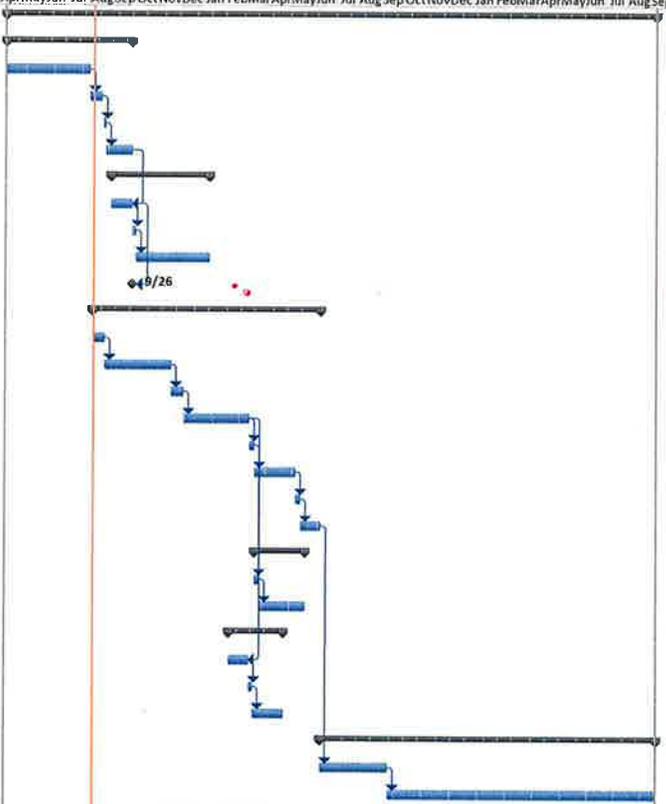
- A. GENERAL PROVISIONS:** The Client's execution of the AGREEMENT authorizes GSE to perform all the professional services in the AGREEMENT unless otherwise noted in writing in the AGREEMENT or modified by written change order executed by GSE and the Client.
- B. SITE ACCESS:** The Client shall provide GSE free access to the Project Site for all equipment and personnel necessary for GSE to perform the work set forth in this Agreement. The Client will notify any and all possessors of the Project Site that the Client has granted GSE and its' subconsultants free access to the site. GSE will take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment, but it is understood by the Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this Agreement unless so specified in the proposal and Client expressly releases GSE of liability for any damage to the site and agrees that GSE will not be responsible for the cost of restoring the site to its original condition. If the Client desires or requires GSE to restore the site to its original condition, then upon written request and agreement by Client to pay the cost thereof, GSE will perform such additional work as is necessary to repair damage to the site caused by its work or the use of its equipment.
- C. TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and services performed by GSE or others to be timely and properly performed in accordance with the plans, specifications, and contract documents, and GSE's recommendations. GSE shall not be liable for any claims for loss, damage or injury by Client or any third party unless all tests and inspections have been so performed and unless GSE's recommendations have been followed by Client. In the event that all such test and inspections are not so performed or GSE's recommendations are not so followed, Client agrees to indemnify, defend and hold GSE, its officers, employees, and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees arising out of the failure to perform such test and inspections or to follow GSE's recommendations except to the extent that such failure is the result of the gross negligence, willful or wanton act or omission of GSE, its officers, agents or employees.
- D. DAMAGE TO EXISTING MAN-MADE OBJECTS:** The Client will provide the location of underground utilities or obstructions to GSE who, in the execution of this work, will take precaution to avoid damage or injury to any such subterranean structure or utility. Client agrees to hold GSE harmless for any damages to subterranean structures which are not called to GSE's attention and correctly shown on the plans furnished and will reimburse GSE for any expenses in connection with any claims or suits including reasonable attorney fees.
- E. STANDARD OF CARE:** The Client recognized that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by GSE will be based solely on information available to GSE. GSE is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- Services performed by GSE under this Agreement are expected by Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstances is any warranty, expressed or implied, made in connection with the providing of geotechnical engineering.
- F. SAMPLE DISPOSAL:** GSE will dispose of all remaining soil and rock samples 60 days after submission of the report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.
- G. RESPONSIBILITY:** If, under this AGREEMENT, professional services are provided during the construction phase of the project, GSE shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, nor shall GSE be responsible for the contractor's failure to carry out the work in accordance with the Contract Documents or for a contractor's failure to comply with applicable laws, ordinances, rules or regulations.
- H. ASSIGNMENT:** Neither the Client nor GSE will assign or transfer its interest in this AGREEMENT without the written consent of the other.
- I. INFORMATION PROVIDED BY OTHERS:** The Client agrees to promptly provide GSE all information, whether written or otherwise, with respect to the Project which might reasonably be pertinent or necessary to enable GSE to satisfactorily perform its services hereunder. The Client assumes full responsibility for the accuracy of any information supplied to GSE by the Client, as it is not within GSE's SCOPE OF SERVICES to check or verify said accuracy, and the Client shall not hold GSE responsible for the accuracy of any information furnished by the Client.

- J. DOCUMENTS:** All original sketches, tracings, drawings, computations, details, design calculations, logs, reports and other documents and/or plans that result from GSE's services under this AGREEMENT are and remain the property of GSE as instruments of service. Where such documents are required to be filed with governmental agencies, GSE will furnish copies to the Client upon request. Reuse or modification by the Client is prohibited. Any unapproved use or modification shall be at the Client's or others' sole risk without liability or legal consequences to GSE unless approved in writing by GSE, prior to such reuse.
- K. TIME LIMITATION FOR ACCEPTANCE:** This AGREEMENT is offered to the Client in good faith, and GSE warrants this is a valid contract if executed by the Client and received by GSE within thirty (30) days of the date this document is delivered to the Client.
- L. INVOICE PROCEDURES AND PAYMENT**
- L.1.** Invoices for all work accomplished and reimbursable expenses during each calendar month shall be submitted to the Client. Monthly invoices shall include the portion of the fee earned for the month based on services performed, as determined by GSE, and any charges for reimbursable costs.
- L.2.** Reimbursable costs include fees of professional associates/subconsultants and out-of-pocket expenses. These reimbursable costs shall be charged at actual costs plus an administrative charge of 10% and shall be itemized and included in the invoice.
- L.3.** Typical out-of-pocket expenses include but are not limited to travel expenses (lodging, meals, etc.), job-related mileage at the prevailing company rate, long distance telephone calls, courier, printing and reproduction costs.
- L.4.** **PAYMENT TERMS:** *All invoices are payable within 30 days of invoice date, time being of the essence.* Interest at the rate of 18% per annum shall accrue on all unpaid invoices (or portion thereof) from their due date. GSE Engineering & Consulting, Inc. shall be entitled to recover its attorney's fees and costs incurred in the collection of all sums due, regardless of whether a suit to collect such sums is filed. The sole and exclusive venue for any and all actions by and between the parties shall be Alachua County, Florida, unless a different venue is required by statute. *The parties hereby expressly waive the right to trial by jury in any and all such actions.*
- L.5.** GSE reserves the right to suspend all services on the Project without notice if an invoice remains unpaid 45 days after the date of the invoice. This suspension shall remain in effect until all unpaid invoices are paid in full.
- M. ATTORNEY'S FEES:** In the event of any litigation arising from or related to the services provided under this AGREEMENT, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and their related expenses.
- N. DELAYS:** GSE is not responsible for delays caused by factors beyond GSE's reasonable control, including but not limited to delays because of accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove GSE services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond GSE's reasonable control occur, the Client agrees that GSE is not responsible for damages, nor shall GSE be deemed to be in default of this AGREEMENT. If GSE is required to delay commencement of the work, or if, upon embarking upon its work, GSE is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the exclusive reasonable control of GSE, additional charges will be applicable and payable by Client.
- O. LIMIT OF LIABILITY**
- O.1.** The limit of liability of GSE to the Client for any cause or combination of causes shall be, in total amount, limited to the fees paid under this AGREEMENT.
- O.2.** In no event shall GSE be liable for any incidental or consequential damages by the Client in connection with the Project.
- O.3.** GSE is not responsible for accuracy or validity of information obtained from others and utilized in the services provided under this AGREEMENT.
- P. MEDIATION:** If a dispute arises out of or relates to this AGREEMENT, or the breach thereof, and if said dispute cannot be settled through direct discussion between the parties, then the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before having recourse to arbitration or a judicial forum. The parties mutually agree that a similar dispute resolution clause will be contained in all other contracts executed by Client concerning or related to this AGREEMENT and all subcontracts executed by GSE.

- Q. DISCOVERY OF UNANTICIPATED HAZARDOUS WASTES, MATERIALS OR SUBSTANCES:** GSE and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. GSE and Client also agree the discovery of unanticipated hazardous materials may make it necessary for GSE to take immediate measures to protect health and safety. Client agrees to compensate GSE for any time spent and expense incurred by GSE to protect employees and the public's health and safety. GSE agrees to notify Client as soon as practical should unanticipated hazardous materials or suspected hazardous materials be encountered. In addition, Client waives any claim against GSE and agrees to defend, indemnify and save GSE harmless from any claim or liability for injury or loss arising from GSE's discovery of unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate GSE for any time spent and expense incurred by GSE in defense of any such claim, with such compensation to be based upon GSE's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.
- R. GOVERNING LAW:** This AGREEMENT shall be governed by and construed according to the laws of the State of Florida.
- S. INSURANCE:** GSE shall carry general liability insurance and professional liability insurance.
- T. PERMITTING**
- T.1.** In cases where the SCOPE OF SERVICES requires GSE to submit, on behalf of the Client, a permit application and/or request for approval by a third party to this contract, GSE does not make any warranties, guarantees or representations as to the success of our effort on behalf of the Client. Payment for services rendered by GSE is not contingent upon the successful acquisition of these permits.
- T.2.** Permitting services do not include special studies, special research, special testing or special documentation not normally required for this type of project. GSE may provide such special services as Additional Services as authorized by the Client.
- T.3.** The Client shall pay for any regulatory agency review fees, application fees, permit fees, impact fees, or other fees and charges imposed by a regulatory agency or governmental entity.
- U. ADDITIONAL SERVICES**
- U.1.** GSE shall not be required to perform any services not specifically included in the AGREEMENT unless requested by the Client and agreed to by GSE in writing (such services to be hereinafter referred to as "Additional Services"). In addition, the Client authorizes GSE to perform additional services, for which GSE will be compensated in accordance with the AGREEMENT, which become necessary or required due to (a) emergencies, errors or action by the Client and/or the Client's agents including but not limited to the Client's other consultants, (b) and changes in the laws, rules, regulations, policies, or ordinances of any governing body or any governmental entity having jurisdiction over the Project or GSE, (c) any causes beyond GSE's control, and (d) cause which, at GSE's sole discretion, require that Additional Services be performed under circumstances where the Client's prior express authorization cannot be obtained. In the event GSE performs such Additional Services, GSE will notify the Client as soon as practical of the necessity and inception of the services.
- U.2.** It is understood and agreed that services under this AGREEMENT do not include participation, whatsoever, in any litigation.
- V. TERMINATION:** This Agreement may be terminated by either party by 7 days written notice in the event of substantial failure to perform in accordance with the terms herein by the other party through no fault of the terminating party. If this Agreement is so terminated, GSE will be paid for work satisfactorily completed up to date of termination plus reasonable termination expenses including but not limited to the cost of completing analyses, records, and reports necessary to document job status at the time of termination.
- W. INDEMNIFICATION:** Subconsultant shall indemnify and hold harmless the Engineer and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Subconsultant and other persons employed or utilized by the Subconsultant in the performance of the agreement. Subconsultant is not obligated to indemnify Engineer for the Engineer's own negligence.

Pursuant to Section 558.0035, Florida Statutes, an individual employee or agent may not be held individually liable for negligence.

ID	Task Name	Duration	Start	Finish	2015 Qtr 2, 2015 Qtr 3, 2015 Qtr 4, 2019 Qtr 1, 2020 Qtr 2, 2020 Qtr 3, 2020 Qtr 4, 2020 Qtr 1, 2021 Qtr 2, 2021 Qtr 3, 2021 Qtr 4, 2021 Qtr 1, 2021 Qtr 2, 2021 Qtr 3, 2021 Qtr 4
1	Mockingbird Transfer Station Design	620 days	4/11/19	9/9/21	
2	Preliminary Design (Ongoing)	117 days	4/11/19	9/26/19	
3	Field Investigations	77 days	4/11/19	8/1/19	
4	Site and Architectural Progress Drawings	12 days	8/1/19	8/16/19	
5	SWMD Review and meeting	3 days	8/19/19	8/21/19	
6	60% Civil Design Drawings	25 days	8/22/19	9/26/19	
7	Permitting (Ongoing)	88 days	8/29/19	1/9/20	
8	Draft FDEP and USACE Permit Packages	20 days	8/29/19	9/26/19	
9	SWMD Review and Sign Applications	3 days	9/27/19	10/1/19	
10	Submit Permit Apps, review, RAIs	65 days	10/2/19	1/9/20	
11	LD Pre-Application Meeting	0 days	9/26/19	9/26/19	
12	Final Design	215 days	8/5/19	6/10/20	
13	Engineering Proposal Preparation	12 days	8/5/19	8/20/19	
14	County Review, Negotiation, and Board Approval	63 days	8/21/19	11/18/19	
15	Contracting and NTP	10 days	11/19/19	12/5/19	
16	60% Facility Design/90% CIVIL Design	60 days	12/6/19	3/4/20	
17	SWMD Review	5 days	3/5/20	3/11/20	
18	90% Facility Design	40 days	3/12/20	5/6/20	
19	SWMD Review of 90%	5 days	5/7/20	5/13/20	
20	Final Design / Bid Documents	20 days	5/14/20	6/10/20	
21	Brevard County Land Development Review	50 days	3/12/20	5/20/20	
22	Site Plan Application Package	5 days	3/12/20	3/18/20	
23	LD Review, Revisions, Approval	45 days	3/19/20	5/20/20	
24	FDOT Permitting	53 days	2/6/20	4/20/20	
25	Prepare FDOT Drainage Permit Package	20 days	2/6/20	3/4/20	
26	District Review and Sign Applications	3 days	3/5/20	3/9/20	
27	Submit for FDOT Review and permit issuance	30 days	3/10/20	4/20/20	
28	Bidding and Construction	326 days	6/11/20	9/9/21	
29	Advertise, Bidding, Award	66 days	6/11/20	9/10/20	
30	Construction	260 days	9/11/20	9/9/21	





BOARD OF COUNTY COMMISSIONERS

Solid Waste Management Department
2725 Judge Fran Jamieson Way
Building A, Room 118
Viera, FL 32940

Inter-Office Memo

October 29, 2019

TO: Scott Ellis, Clerk

THRU: Euripides Rodriguez, Director
Solid Waste Management Department

FROM: Joseph Hacker, Contract Administrator *JH*

RE: Jones Edmunds Task Order 17-07 Contract #3808

Task Order 17-07 provides engineering services from Jones Edmunds consisting of final design and permitting of the Titusville Transfer Station at Mockingbird Way. This task order includes Project Management, Subconsultants, Final Design, and Permit Applications not to exceed \$286,174.00 dollars as previously approved by the Board of County Commissioners on September 21, 2019. Please sign 3 copies, keep one copy and return the remaining two copies to Solid Waste.

If you have any questions regarding this task please contact Tom Mulligan at 633-2042.

/jjh

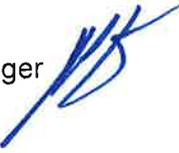
Attachment: Task Order 17-07 (3 Copies)
Tammy Gram (1 Copy)
SW Capital Outlay Summary (1 Copy)



Solid Waste Management Department
2725 Judge Fran Jamieson Way
Building A, Room 118
Viera, FL 32940
Inter-Office Memo

BOARD OF COUNTY COMMISSIONERS

October 10, 2019

TO: Kristine Isnardi, Chair 
THRU: Euripides Rodriguez, Director
Solid Waste Management Department
THRU: John P. Denninghoff, Assistant County Manager 
THRU: Frank Abbate, County Manager 
FROM: Joseph Hacker, Contract Administrator 
RE: Jones Edmunds Task Order 17-07 Contract #3808

RECEIVED

OCT 10 2019

County Manager's
Office

Task Order 17-07 provides engineering services from Jones Edmunds consisting of final design and permitting of the Titusville Transfer Station at Mockingbird Way. This task order includes Project Management, Subconsultants, Final Design, and Permit Applications not to exceed \$286,174.00 dollars as previously approved by the Board of County Commissioners on September 21, 2019.

If you have any questions regarding this task please contact Tom Mulligan at 633-2042.

/jjh

Attachment: Task Order 17-07 (3 Copies)
Tammy Gram (1 Copy)
SW Capital Outlay Summary (1 Copy)

September 13, 2019

Euripides Rodriguez
Director
Brevard County Solid Waste Management Department
2725 Judge Fran Jamieson Way
Viera, Florida 32940-6602

RE: Brevard County Solid Waste Management Department
Titusville Transfer Station Final Design and Permitting
Task Order No. 17-07 – Scope of Services and Fee Estimate
Jones Edmunds Opportunity No.: 95440-292-19

Dear Mr. Rodriguez:

Jones Edmunds & Associates, Inc. is pleased to provide the enclosed Scope of Services for Task Order 17-07 for professional engineering services consisting of Final Design and Permitting of the Titusville Transfer Station at Mockingbird Way. Three partially executed copies of this Task Order are provided. This proposal includes the following:

- Professional Engineering Services Agreement.
- Attachment A-1: Scope of Services including:
 - Fee Estimate.
 - Estimated Drawing List.
 - Subconsultant Fee Proposals.
 - Schedule

Please return one copy of the agreement package to our office after signatures have been obtained.

We look forward to the opportunity to assist you on this project. If you have any questions or comments, please feel free to contact us.

Sincerely,



Tobin McKnight, PE, BCEE
Department Manager
730 NE Waldo Road
Gainesville, Florida 32641



Richard A. Koller, PE, LEED AP
Managing Director & Senior Vice President
3910 S. Washington Ave., Suite 210
Titusville, Florida 32780

\\jea.net\pan02\WORKSPACE\08705-BrevardCounty\Opportunities\2019\95440-292-19-Mockingbird Final Design\Proposal\2019-09-13-LTR-ERodriguez-MBWTTransferStationFinalDesign.docx

Enclosures/Attachments

Financial Management Area BC01 Breward County FM Area Version 0

Fiscal Year 2020
 Fund/Group 4011 Functional Area/Group *
 Funds Center/Group * Funded Program/Group 6525101 Expend/Group 0..999

Expenditure Item	Actuals	Available Budget	Change
5590000 Construction		3,500,000.00	
* Construction		3,500,000.00	
** CAPITAL OUTLAY		3,500,000.00	
*** Expenditure Items		3,500,000.00	
**** Total		3,500,000.00	

Financial Management Area BC01 Brevard County FM Area Version

Fiscal Year 2020

Fund/Group	4011	Functional Area/Group	*	Period/Group
Funds Center/Group	*	Funded Program/Group	6525101	0, 999
Capital Asset Items				
5150000 Construction	3,500,000	3,500,000		
* Construction	3,500,000	3,500,000		
** CAPITAL OUTLAY	3,500,000	3,500,000		
*** Expenditure Items	3,500,000	3,500,000		
**** Total	3,500,000	3,500,000		

Financial Management Area BCO1 Breward County EM Area

Fiscal Year 2020

Version

0

Fund/Group 4013 Functional Area/Group *
 Funds center/Group * Funded Program/Group 6936105
 Period/Group 0..999

Commitment Item	Adopted Budget	Current Budget	Total Assigned	Pre-Commitment	Period Balance	Commitment
5690000 Construction	500,000	500,000	100,028.40			93,465.80
** Construction	500,000	500,000	100,028.40			93,465.80
** CAPITAL OUTLAY	500,000	500,000	100,028.40			93,465.80
*** Expense Item	500,000	500,000	100,028.40			93,465.80
**** Total	500,000	500,000	100,028.40			93,465.80

Financial Management Area BC01 Brevard County FN Area Version 0

Fiscal Year 2020
 Fund/Group 4013 Functional Area/Group *
 Funds center/group * Funded Program/Group 6338105 Period/Group 0..999

Commitment Item	Actuals	Available Budget	Usage
5650000 Construction	6,562.60	399,971.60	20.01
* Construction	6,562.60	399,971.60	20.01
** CAPITAL OUTLAY	6,562.60	399,971.60	20.01
*** Expenditure Items	6,562.60	399,971.60	20.01
**** Total	6,562.60	399,971.60	20.01

**TASK ORDER NUMBER 17-10
FOR THE
PROFESSIONAL ENGINEERING SERVICES CONTRACT
BREVARD COUNTY SOLID WASTE MANAGEMENT SYSTEM**

**Design and Permitting of the Class I South Landfill Cell 2
South Landfill
Central Disposal Facility**

**Board of County Commissioners
Solid Waste Management Department**

S2L, Incorporated

This TASK ORDER NO. 17-10, dated this 27th day of March, 2020 by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County," and S2L, Incorporated, a Florida Corporation, whose local address is 531 Versailles Drive, Suite 202, Maitland, Florida 32751, hereinafter referred to as "Engineer" amending that certain Contract between the parties dated October 10, 2017.

WITNESSETH:

WHEREAS, the County is authorized to construct, acquire, improve, maintain, and operate its Solid Waste Management Facilities in the County; and

WHEREAS, the Solid Waste Management Department is charged with meeting the existing and future solid waste disposal needs of Brevard County; and

WHEREAS, the County desires to implement the recommendations of the Capital Improvements Program for the continued operation of existing Solid Waste Management Facilities and other projects; and

WHEREAS, the Engineer has experience in the planning, procurement, preparation of permit applications, design, financing, construction administration, and operation of similar systems, facilities and tasks required; and

WHEREAS, the County has retained the services of the Engineer to provide consulting and engineering services; and

WHEREAS, the County operates a Class I landfill known as the South Landfill ("SLF") at the Central Disposal Facility ("CDF"); and

WHEREAS, since 2018, most of the disposable waste received at CDF is being placed into a Class I permitted and lined portion of the South Landfill area called "Cell 1"; and

WHEREAS, Cell 1 will be reaching the permitted elevation and capacity within the next three to four years which at that time, landfilling operations are to move laterally to the west into a new area of the Landfill designated as "Cell 2".

WHEREAS, Cell 2 has not yet been designed or permitted for the County's future use.

WHEREAS, based on the complexity of the design, permitting, and construction requirements associated with the development of Cell 1 at the South Landfill, the COUNTY is anticipating that it will take at least two or possibly three-years for Cell 2 to be available for landfilling operations.

WHEREAS, in order to provide future disposal capacity, contingency for an increase in economic activity and storm debris, and to remain in compliance with the COUNTY Comprehensive Plan requirement to maintain adequate capacity, the County requires Cell 2 of the Class I South Landfill to be designed and permitted; and

WHEREAS, the County desires Engineer to assist the County in preparing the Class I Cell 2 design and construction plans, technical specifications, a Florida Department of Environmental Protection ("FDEP") solid waste operations and construction permit application for Cell 2 of the South Landfill, and a permit application for an individual consumptive use permit with the St. Johns River Water Management District (SJRWMD); and

WHEREAS, the County desires to amend the existing "Contract" between the parties dated October 10, 2017.

NOW, THEREFORE, in consideration of the premises and mutual promises and conditions contained herein, it is mutually agreed between the parties as follows:

SECTION 1. Scope of Services: The Scope of Services agreed to be performed by the Engineer pursuant to the continuing contract between the parties, dated October 10, 2017, is hereby amended to include the services shown on Attachment "A", attached hereto.

SECTION 2. Compensation: Compensation shall be in accordance with "SECTION 3, COMPENSATION" of the contract between the parties dated October 10, 2017. The Engineer shall be paid for this Task Order 17-10 a not-to-exceed amount of Seven Hundred Twelve Thousand Seven Hundred Forty-Six Dollars and ten cents (\$712,746.10), payable as deliverables are accepted by the County for the services as set forth in Attachment "A-1" of this task order.

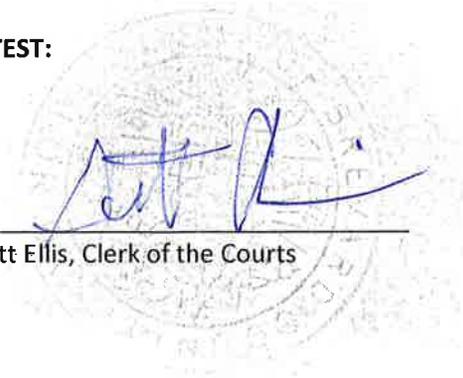
SECTION 3. Continuing Effect of Contract: Except as otherwise provided herein, the Contract dated October 10, 2017, shall remain in full force and effect.

SECTION 4. Time for Performance: The Engineer shall complete the work required in this Task Order within 600 calendar days of receipt of the County's Notice to Proceed.

(THIS AREA INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereunto set their hands and seal the day and year first above written.

ATTEST:



[Signature]
Scott Ellis, Clerk of the Courts

**BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA**

[Signature]
Bryan Lober, Chair

This 27th day of March 2020

As Approved by the Board on Sept 24, 2019

ATTEST:

[Signature]
Cheryl Hollister

**ENGINEER:
S2L, INCORPORATED**

[Signature]
Samuel B. Levin, P.E., President

**S2Li Task Order No. 17-10
Design and Permitting of the Class I South Landfill Cell 2
South Landfill
Central Disposal Facility
Brevard County**

Attachment A-1

Task Order No. 17-10

**Design and Permitting of the Class I South Landfill Cell 2
Central Disposal Facility**

Solid Waste Management Department
Brevard County, Florida

INTRODUCTION

Brevard County's ("COUNTY") Solid Waste Management Department ("Department") is charged with meeting the existing and future solid waste disposal needs of the County. The County receives and disposes of all the County's generated commercial and residential Class I waste at its Central Disposal Facility ("CDF"). Class I waste is being placed at CDF into two permitted Class I landfill areas known as the Slurry Wall Landfill and their new South Landfill. Currently, a majority of the Slurry Wall Landfill side slopes are being capped with a liner. A small percentage of Class I waste fill is being placed to meet the Slurry Wall Landfill's final permitted elevations at full permitted capacity. Since 2018, most of the disposable waste received at CDF is being placed into a Class I permitted and lined portion of the South Landfill area called "Cell 1". This Cell 1 will be reaching the permitted elevation and capacity within the next three to four years. At that time, landfilling operations are to move laterally to the west into a new area of the Landfill designated as "Cell 2". This Cell 2 has not yet been designed or permitted for the COUNTY's future use. Based on the complexity of the design, permitting, and construction requirements associated with the development of Cell 1 at the South Landfill, the COUNTY is anticipating that it will take at least two or possibly three-years for Cell 2 to be available for landfilling operations. Since Cell 1 of the South Landfill will be the only Class I disposal location in the County, and in order to provide future disposal capacity, contingency to allow for an increase in economic activity and storm debris, and to remain in compliance with the COUNTY Comprehensive Plan requirement to maintain excess capacity, the COUNTY requires Cell 2 of the Class I South Landfill to be designed and permitted.

The COUNTY desires S2L, Incorporated and its team of subconsultant engineers and professionals ("ENGINEER") to assist the COUNTY in preparing the Class I Cell 2 design and construction plans, technical specifications, a Florida Department of Environmental Protection ("FDEP") solid waste operations and construction permit application for Cell 2 of the South Landfill, and a permit application for an individual Consumptive Use Permit with the St. Johns River Water Management District (SJRWMD).

The following Scope of Services details the tasks that must be performed by the ENGINEER to prepare the design, technical specifications, designated FDEP permit applications, construction drawings, and construction cost estimate to expand the South Landfill by adding the Class I Cell 2.

Assumptions for this Task Order:

1. The proposed expansion of the CDF to include the South Landfill was granted an Individual Environmental Resource Permit (ERP05-0292543-002-EI) by FDEP on March 11, 2010, which included the surface water management systems that cover the entirety of the planned South Landfill, inclusive of the Cell 2 project site.
2. The existing condition of the West Pond is in general concurrence with the permitted conditions, and as such, it should have sufficient available volume for water quantity and water quality attenuation to accommodate the proposed Cell 2 construction with minimal to no modifications.
3. No new permitting or changes to the Site Environmental Resource Permit (ERP) will be required to construct additional ditching to connect to the existing stormwater ditching system and to connect and discharge groundwater during the dewatering phase of construction and landfill operations. A pre-application meeting with FDEP ERP Central District staff will be required to confirm the ERP permitting requirements for the project. A scope and fee amendment or new task order may be required for additional services for any further support regarding the ERP e.g. ERP application for a new or modified permit if required by FDEP.
4. The dewatering contractor is to obtain the Generic NPDES permit for discharge of groundwater from a dewatering activity to surface waters from FDEP.
5. The permitted conceptual buildout of the South Landfill showing final elevations, contours, terraces and inlet/downcomers locations does not need to be revised.
6. The existing permitted Landfill Operations Plan for the South Landfill (Cell 1) is up to date in accordance with current solid waste regulations.
7. No landfill gas collection and control system design plan or Amended Design Capacity Report will be required under this scope of services to meet 40 Code of Federal Regulations (CRF) § 60.762 and 60.767 requirements.
8. No new leachate storage tanks or expansion of the existing tank capacity are assumed to be required for this Cell 2 design.
9. No underground utilities are located in the subsurface geotechnical investigation area within the planned Cell 2 footprint.
10. The liner system for Cell 2 is to be installed at an elevation below the groundwater table similar to the Cell 1 liner system elevation which will require the Cell 2 construction area to be dewatered.
11. No support is included for permits not specifically described within the scope of work or other potential work tasks associated with local County permitting, construction permitting, air permits, National Pollutant Discharge Elimination System (NPDES) construction permit, Florida Department of Transportation (FDOT) related permits, expert witness testimony, legal services, and field monitoring activities.
12. No bidding or construction phase services are included in this Task Order; and

13. COUNTY will be responsible for the payment of all permit fees either by check or electronic payment to the regulatory agency. ENGINEER will provide a memorandum to the COUNTY documenting the application fee amounts.

The following information or items will be provided by the COUNTY:

- Final electronic AutoCAD files of the Cell 1 permit drawings (original submittal, modifications, and Request for Additional Information [RAI] response submittals) with emphasis on the Cell 1 build out drawing and cross section showing final contours, downcomers, and landfill gas system and the South Landfill total buildout drawing and cross section showing final contours and downcomers.
- Applicable permit application fee(s) made payable to FDEP;
- Documentation of site ownership;
- Description of how the facility contributes to the COUNTY's achievement of recycling goals as per discussions with COUNTY representatives;
- History of any regulatory enforcement action taken at any of the COUNTY's disposal facilities;
- Information concerning the COUNTY's operator training procedures, training certificates, and any other training material needed for the application to demonstrate that the rules had been satisfied;
- Property boundary survey of the site;
- Utility locations in geotechnical investigation and construction areas;
- Permanent aerial target locations and elevations;
- Temporary aerial targets constructed to the topographic surveyor company's specifications;
- Placement and survey of temporary aerial targets to Florida State Plane coordinates and elevations based on the NAVD88 datum;
- Historical piezometer water level data at the CDF in electronic format (if available).
- Staff gauge readings of the hydration ditch around Cell 1 as well as the stormwater management pond in electronic format (if available).
- Publication of notice of permit application from the newspaper of general circulation and acquisition of Proof of Publication as required by FDEP;
- Word version of the current Landfill Operations Plan and PDFs of the attachments to allow for tracked changes to the document for the FDEP permit application;
- Fill rate (cubic yards per ton [cy/ton]) of waste disposal in the South Cell;
- Date of first load of waste placed in Cell 1; and
- Construction cost breakdown for Cell 1.

SCOPE OF SERVICES

Task 1 – Project Kick-Off Meeting and Preliminary Planning

The following describes required professional services to kick-off the project and develop the foundation for the completion of the services provided in this Task Order:

Subtask 1.1 – Project Quality Control Document

The ENGINEER will prepare a Project Quality Control (QC) Document (Plan). The Plan will be initially prepared in draft form and submitted to all project participants for review. The plan will detail the scope of services for the project, responsible parties, and their contact information, and proposed a schedule including quality control review dates for the project.

Subtask 1.2 – Project Kick-Off Meeting

The ENGINEER will prepare for and attend the Project Kick-off Meeting in Brevard County. The purpose of the meeting is to go over the Plan. Project schedule, and schedule meetings with COUNTY staff and to discuss the project approach. Items to be discussed include, but are not limited to:

- Grading Plan.
- Dewatering Approach.
- Force Main and electrical routing and tie-in locations.
- Landfill Phasing plan approach (Cell 1 to Cell 2 cross over elevation, the first loading of select waste, preliminary maximum height, etc.).
- Perimeter berm height and width sized for anchor trench, toe drains, access road, LFG header line, etc.
- Conceptual cell layout to determine locations of leachate piping boring locations.
- Stormwater ditch cross over locations.

Layout work to be discussed at the kickoff meeting will be prepared under Task 5.

Task 2 – Aerial Topographical Survey

Raw aerial imagery data was obtained in March 2019 by a private aerial company but not converted to state plane coordinates and the required site datum. The ENGINEER will have its aerial survey subconsultant convert the data into a topographical survey at least 200 feet beyond the limits of the Cell 2 footprint, south of Cell 2 in the former dewatering basin area, and south of Cell 1 for use in any expansion of the dewatering basin area for an approximate area of 134± acres. The topographic survey will be conducted as follows:

- Use Existing Imagery that was flown on March 26, 2019, from an aerial company.
- Use Existing Ground Control – no additional temporary control required.
- Topographic Map with a 1-foot contour interval and spot elevations located to Florida State Plane coordinates and elevations based on the NAVD88 datum.
- Digital deliverables in AutoCAD.DWG format.
- Mapping work shall meet or exceed the Florida Standards of Practice requirements as set forth in Rule 5J-17. Planimetric features visible and identifiable on the imagery will be shown per map scale standards. Contours in partially obscured areas will be dashed and accuracy standards will not apply in these areas.

If required, COUNTY shall be responsible for the aerial targeting (permanent and temporary) at the site.

Task 3 – Geotechnical Investigation for Cell 2

Subtask 3.1 – Subsurface Investigation and Foundation Analysis

- The ENGINEER will conduct a subsurface investigation to supplement previous geotechnical work on the site using CPTs with porewater pressure measurement (“CPTu”) soundings at ten locations to an average depth of 120 feet below the existing ground surface. Five locations will be near the upstream ends of the five leachate-collection lines in order to determine the potential settlement of each leachate collection pipe. Three locations will be distributed near the downstream ends and two will be reserved for specific locations of interest, including the location of the maximum anticipated waste disposal height. No laboratory testing is anticipated for the CPTu soundings because the device does not recover samples.

- Based on the expected depth of the permeable, near-surface soil layer, a Cell 2 perimeter about 5,800 feet in length, and spacing of about 1,000 feet between locations, the ENGINEER would drill six soil-test borings to 30 feet and will recover thin wall steel tube samples (in vertical and horizontal directions) of sands above the groundwater-surface for laboratory permeability testing. The ENGINEER will conduct 16 percent fines tests, four organic content tests, eight Atterberg limits test series, 12 moisture content tests, and 12 laboratory permeability tests.
- The ENGINEER will conduct field permeability testing in sands below the groundwater-surface using the “Cased Hole with Uncased or Screened Extension” method presented in the SJRWMD publication *Full-Scale Hydrologic Modeling of Stormwater Retention Ponds and Recommended Hydro-Geotechnical Design Methodologies*. At the end of the drilling program, the ENGINEER will grout the exploration locations.
- The ENGINEER will also perform the following services:
 - Review available information to develop a general understanding of the site and its surroundings.
 - Compile the ENGINEER’s new CPTu data with the available information to characterize the subsurface conditions in more detail.
 - Evaluate the subsurface conditions as they relate to foundation settlements and possible sinkhole activity.
 - Develop estimated soil properties for temporary-dewatering-system design.
 - Prepare final CPT sounding logs, maps, and plans.
 - Prepare a geotechnical engineering report in accordance with Rules 62-701.410(3) and (4) including considerations of additional settlement due to additional weight of the waste pile as a result of the recirculation of leachate.
- The ENGINEER will provide the services of a local land surveyor to: 1) locate and stake/flag the field locations of the geotechnical borings for the drilling crew, and 2) after the drilling work is completed, the land surveyor will determine the location and elevation of the borings to Florida State Plane coordinates and elevations based on the NAVD88 datum.

See attached geotechnical engineering proposal for more detail of the scope of services and costs for labor, laboratory, and field investigation expenses under this Task.

Subtask 3.2 – Interface and Sideslope Geotechnical Analysis

The ENGINEER will perform the following services:

- Develop a conceptual subsurface soil profile for the Cell 2 footprint area.
- Select soil properties for each soil layer in the conceptual subsurface soil profile.
- Select the critical landfill design cross-section(s) for geotechnical analyses.
- Analyze bottom liner interface stability, landfill slope stability, foundation bearing capacity, and foundation soil settlements.
- Prepare a geotechnical report to document the results of the geotechnical analyses, and to present findings and recommendations.

Task 4 – Design Phase Services

Subtask 4.1 – Design Drawings

The ENGINEER will prepare the design and construction drawings for the designated Cell 2 area for the South Landfill. The cell will be designed basically as a mirror to the existing Cell 1 design with a few designed changes requested by the COUNTY and any required changes deemed important by the ENGINEER during the design phase. The types and number of 24" x 36" size drawings anticipated to be prepared under this subtask is as follows:

<u>Drawing Titles</u>	<u>No. of Drawings</u>
Cover Sheet (No scale)	1
General Sheets	2
Site Plan (1:300' scale)	1
Well and Boring Map	1
Existing Conditions and Topo (1:200' scale)	2
Leachate Collection System Grading Plan	2
Protective Cover Soil Plan	2
Landfill Cross Sections	2
Liner System Details	1
Pump Station and Details	6
Force Main Routes/Details	3
Pump Station Electrical/Structural	7
Landfill Details	2
Stormwater Details and Sections	1
Operations Sequencing Plans (1:200' scale)	3*
Closure Plans and Details (1:200' scale)	2*
<u>Cross Sectional Plans (1:200' scale H; 1:20' scale V)</u>	<u>2*</u>
<i>Subtotal</i>	40

*Designated for use only in the solid waste permit application and not for the Cell 2 construction drawing set.

The ENGINEER may provide other drawings as necessary for the purposes of conveying the design that may not be accounted for in the drawings listed above. Additional drawings that may be required and not listed above are not considered additional scope if they are consistent with the expectations of the design services under this Task Order.

The drawings shall be provided to the COUNTY for review with the 70, 90 and 100 percent (draft) submittals.

Subtask 4.2 – Liner System Design

The ENGINEER will design the Cell 2 Class I Liner System to the following configuration (from top to bottom): 2 feet of drainage sand; a primary geocomposite drainage net, a 60-mil textured HDPE material; a secondary geocomposite drainage net, a 60-mil textured HDPE material; a geosynthetic clay liner (GCL); a 12 inch compacted subgrade. The subgrade will be dewatered during construction to provide at least a 2-foot gap between the bottom portion of the GCL and the top surface of groundwater. This will allow construction of the liner system, with dewatering, discontinued after liner system construction. Leachate pipe and cleanouts will be designed at a minimum size of 8 inches in diameter to allow for testing and cleaning in the event that the pipes become clogged. Leachate pipe will be surrounded by FDOT No. 4 size non-calcareous rock contained in a

geotextile wrap. The rock will be extended above the leachate pipe to about 6 inches below the drainage soil elevation so as not to expose the geotextile to UV light or damage from placing the first layer of select waste. A toe drain will be designed for connection to the cleanout piping to provide future leachate drainage at the toe of waste. In addition, at the anchor trench, provisions will be made to allow for a toe drain to collect and discharge water collected by the geonet above a future liner closure cap.

Subtask 4.3 – Pump Station and Force Main Design

The ENGINEER will provide the services to develop the design, construction drawings, and technical specifications for the Cell 2 leachate pump stations. The level of effort and fee are based on the pump station being designed to mirror the existing Cell 1 design while incorporating minor design changes requested by the COUNTY and any required changes deemed important or of significant economic advantage by the ENGINEER during the design phase. The following are the design concepts/components:

- Two side slope riser pump stations, including electrical and structural components.
- Electrical pumps for leachate collected from the primary and secondary liners.
- Electrical control panels will have a connection for a portable generator.
- Electrical and Force Main Routes and Tie-ins
 - 1) Electrical tie-in at either the existing Cell 1 pump station control boxes or at site switch box near the flare station.
 - 2) Force main connection into Cell 1 force main.
- Underground electrical and double-wall high density polyethylene (HDPE) force main piping to be routed along the road inside the shoulder going north along the west side of Cell 2, then east along the north sides of Cell 1 and 2, then south along the east side of Cell 1 to the tie in locations.
- Design will be to COUNTY utility standards.
- Considerations with respect to electrical and force main connections for future cells south of Cell 2.
- It has been assumed that leachate recirculation capabilities are to be considered within the design but are not to be addressed within the solid waste permit application. The pipes will be designed for future recirculation uses, however, the pumps in the Cell 2 pump stations will be designed for normal use and be capable of being upgraded with new larger pumps if the COUNTY chooses to permit and implement leachate recirculation at some future time.

Subtask 4.4 – Construction Quality Assurance (CQA) Plan

The ENGINEER shall prepare and submit, for approval by the COUNTY and FDEP under Task 5, a CQA Plan for implementation during the construction of Cell 2. This Plan will address the actions required to ensure proper construction of the landfill cell and other related items associated with this Scope including:

- Specifications and construction requirements for the liner system;
- A detailed description of quality control testing procedures and frequencies;
- Identification of supervising professional engineer;
- Identify the responsibility and authority of all appropriate organizations and key personnel involved in the construction project;
- Qualifications of CQA professional engineer and support personnel
- Description of CQA reporting forms and documents;
- An independent laboratory experienced in the testing of geosynthetics to perform the required testing.

The plan will be written to allow for review and acceptance of contractor and/or vendor-generated quality control plans. The CQA plan shall be provided to the COUNTY for review with the 70, 90 and 100 percent submittals.

Subtask 4.5 – Engineering Calculations

ENGINEER will prepare the following calculations:

- *Sideslope Calculations:* Used to demonstrate the prevention of failures of side slopes and deep-seated failures with a minimum factor of safety of 1.5 using peak strength values; (62-701.400(2), Florida Administrative Code [F.A.C.], including considerations for additional saturation of waste due to the recirculation of leachate.
- *HELP Model Calculations:* Prepare assumptions and run a Hydrologic Evaluation of Landfill Performance (HELP) Model to estimate water balances for Cell 2 including leachate generation rates and impingement rates on the liner system. Consideration will be made for increased moisture from the COUNTY's disposal of wastewater sludge and design for any future leachate recirculation.
- *Liner System Calculations:*
 - Flow capacity of leachate header and lateral pipes,
 - Flow capacity of drainage rock
 - Pipe crushing
 - Head over liner
 - Leachate rate through primary and secondary Liners
 - CDN Transmissivity Rates
 - Adequacy of Geotextile for Filtration
 - Liner hydrostatic uplift resistance and buoyancy
- *Closure and Post Closure Estimates:* Cost Estimates for the closure and post-closure of the combined Cell 1 and Cell 2 areas and emphasis on long-term maintenance and operation of the leachate collection system.

Subtask 4.6 – Design Basis Memorandum

ENGINEER will develop a Design Basis Memorandum for the Cell 2 Design to provide the supporting calculations included in the development of the design of this project including grading requirements to slope the leachate collection system. The Memorandum will provide a narrative description of the project objectives, pre-design activities, regulatory requirements, design assumptions, justifications for such design assumptions, denote preliminary design concepts, typical details, and any issues that may need to be resolved. The Design Basis Memorandum will be provided to the COUNTY for review with the 70, 90 and 100 percent (draft) submittals to update any changes as the design is finalized.

Subtask 4.7 – Cell 2 Dewatering Plan

- The ENGINEER is to prepare a dewatering plan that is necessary to ensure liner stability during construction at Cell 2. The dewatering system is to effectively keep the water table at least 2 feet below the proposed bottom liner at Cell 2. A sock underdrain system was used effectively to dewater beneath the liner for Cell 1 and would likely be used for dewatering beneath the proposed liner for Cell 2. Dewatering is to continue

until the weight of the drainage soil and protective cover soil is sufficient to prevent the hydrostatic uplift of the liner. The groundwater pumped from the surficial aquifer during dewatering will be discharged to the infiltration gallery located onsite just south of Cell 2. In addition to the infiltration gallery, the ENGINEER will analyze other available options such as a discharge to a recharge trench inside a possible environmental cutoff wall (ECW), discharge to the stormwater pond (West Pond) north of Cell 2, or discharge to a combination of these alternative locations.

- The ENGINEER will run a groundwater flow model to determine the locations, rates and volumes of dewatering and locations of sock drains that can provide optimal coverage of the construction area. The ENGINEER will use an existing and calibrated three-dimensional groundwater model called the East Central Florida Transient Expanded (ECFTX) model. This MODFLOW model was developed for the Central Florida Water Initiative (CFWI) for groundwater resource assessment. The model has 603 rows and 704 columns with a uniform grid spacing of 1,250 feet x 1,250 feet. The areal extent of the model is approximately 23,800 square miles. The model is discretized vertically into 11 layers:
 - Surficial aquifer (layer 1)
 - Intermediate Confining Unit (layer 2)
 - Upper Floridian Aquifer (layer 3 – layer 5)
 - Middle Confining Unit (layer 6 – layer 8)
 - Lower Floridan Aquifer (layer 9 – layer 11)

The model was calibrated to both steady state and transient monthly conditions. A portion of the model, containing the COUNTY CDF facility and surrounding areas, will be extracted. The grid spacing of the extracted model will be refined to 20 feet x 20 feet in the vicinity of Cell 2. Available site hydrogeologic reports and results from the geotechnical analysis at Cell 1 as well as the currently proposed geotechnical investigation will be used to update the hydraulic conductivities and other hydrogeologic properties of the refined model if necessary. The model will be run for one year representing an average rainfall year with monthly stress periods (12 stress periods).

The model will be used to perform three simulations:

1. Dewatering of Cell 2 and discharge of extracted groundwater to the perimeter ditch;
2. Dewatering of Cell 2 and discharge of extracted groundwater to the perimeter ditch and stormwater pond (existing West Pond); and
3. Dewatering of Cell 2 and discharge of extracted groundwater directly to the existing West Pond.

For each of these simulations, the model will be run for one year representing average rainfall conditions with monthly stress periods (12 stress periods). All these simulations will incorporate the Environmental Cutoff Wall (ECW) and the perimeter hydration ditch around Cell 1. The groundwater model will also be used to determine if an ECW will be necessary around Cell 2 to facilitate dewatering and maintaining an inward groundwater gradient at the existing Slurry Wall Landfill. Particle tracking using MODPATH will be used to evaluate if the dewatering will induce surficial aquifer groundwater flow (and dilute leachate) from the large existing cell to the north and help determine if an ECW is needed.

The results of groundwater modeling will be used to prepare a detailed dewatering plan. The plan will include the following:

- Site hydrogeology;
- Locations and description of vacuum sock dewatering system;

- Capacity of the dewatering system;
- Dewatering rates and volumes;
- Locations of piezometers used to monitor water table elevations at Cell 2;
- Dewatering duration;
- Specifications for ECW, if necessary;
- Specifications of perimeter hydration ditch;
- Discharge methods and routes;
- Locations of receiving waters;
- Turbidity controls;
- Two design drawings showing the dewatering system components (one plan view and one profile view);
- Phasing plan; and
- Decommissioning of the dewatering system.

Subtask 4.8 – Stormwater Design for Construction

The ENGINEER will provide the services to develop the design, construction drawings, and technical specifications for the stormwater management system required for the construction of Cell 2:

- Design of an “operational” drainage ditch to be constructed along the southern boundary of the project area to collect and convey runoff from intermediate cover.
- Confirmation of the design of the permanent perimeter ditches along the north and west sides of Cell 2 to be sized for buildout conditions of the South Landfill.
- Design of crossovers and side drains to provide vehicular or personnel access across ditches to the waste fill and pump station locations, including the operational ditch.

Subtask 4.9 – Technical Specifications

The ENGINEER will develop technical construction specifications for the project in the 6-digit Construction Specification Institute (CSI) Master format. The specifications will detail the project’s material requirements, procedures, and documentation. The specifications will be submitted to the COUNTY for review at 70 percent, 90 percent and 100 percent (draft) levels of completion. The COUNTY will be responsible for providing the “front-end” documents (including the Instructions to Bidders, Special Provisions, General Provisions, contracts, bonds, standard forms, etc.). The ENGINEER will prepare the itemized Bid Form and provide the COUNTY with any project-specific inserts required for inclusion in the “front-end” documents.

Subtask 4.10 – Engineer’s Construction Cost Estimate

The ENGINEER will develop an estimate of probable construction costs for the Cell 2 expansion. The construction cost estimate will be on an electronic spreadsheet, with individual line items and unit prices for the applicable major work items (dewatering, excavation, liner system, piping, pump stations, electrical systems, etc.). Unit prices for major work items shall be based on standard COUNTY unit prices, recent vendor quotes, FDOT database, or Means, and shall include installation and equipment as necessary. The cost estimate will be submitted to the COUNTY for review at 90 percent and final levels of completion.

Task 5 – Permitting Phase Services

Subtask 5.1 – Solid Waste Filling Sequence Plan

- The ENGINEER will meet with the COUNTY to discuss options for the landfill sequencing plans for the Class I

cell. Items to discuss include the location of the first unloading of waste, crossover locations, intermediate cover maximum height locations, side slope angle, terrace options, access road locations.

- ENGINEER will prepare detailed sequencing plans, which are readily understandable by landfill personnel, for the life of the Class I cell. The plans will be prepared as 3D surface files using AutoCAD Civil 3D software for the County's future use.

Subtask 5.2 – Cell 1 and 2 Conceptual Closure Drawings

- ENGINEER will prepare a combined Cell 1 and 2 buildout drawings showing elevations, cross-section, stormwater downcomer locations, temporary control pipes/structure for stormwater control during intermediate operation, landfill gas vertical wells, header/lateral gas lines. The cross-section of the final buildout drawing will be revised to show the Cell 1 and Cell 2 elevation.
- ENGINEER will prepare conceptual design and calculations associated with landfill closure, including the design of terrace swales and downcomer pipes.

Subtask 5.3 – Updated Landfill Operation Plan

ENGINEER will update to Landfill Operations Plan for the South Landfill to address the following:

- Revising and adding the landfill sequencing plans.
- Updating any applicable site plan and groundwater well location figures.
- Any changes to the narrative due to the addition of Cell 2.

A tracked changes version and an untracked complete version of the Operations Plan in PDF will be submitted to FDEP for approval. Once approved by FDEP, the untracked complete version of the Operations Plan will be considered the current Landfill Operations Plan for the site.

Subtask 5.4 – Updated Water Quality Monitoring Plan

The ENGINEER will update the South Landfill Water Quality Monitoring Plan and address the related requirements of Chapter 62-701, F.A.C. which includes the following:

- Update site map showing new cluster wells on the north, west, and south sides of Cell 2.
- Abandonment of the four detection cluster well locations (eight wells total) on the west side of Cell 1.
- Update the groundwater monitoring plan (MPIS) if required.
- Address Part H - Hydrogeological Investigation Requirements (62-701.410(2), F.A.C.).
- Address Part L - Water Quality and Leachate Monitoring Requirements (62-701.510, F.A.C.).

Subtask 5.5 – Financial Assurance Report

Using the closure and post-closure estimates prepare for Cell 2, FDEP financial assurance forms and calculations will be prepared for the South Landfill including utilizing the latest estimate for the Cell 1 area. The COUNTY will be required to fund the South Landfill escrow account for the pro-rated balance of the estimate for closure of both cells at least 60 days prior to beginning operations within the Cell 2 area.

Subtask 5.6 – Permitting of Dewatering System

The ENGINEER will prepare and submit a permit application for an individual Consumptive Use Permit (CUP) with the SJRWMD. The water table elevations simulated by groundwater modeling will be used to generate drawdown maps by subtracting simulated water table elevations with dewatering from simulated pre-dewatering water table elevations. The drawdown maps will be used to analyze if the dewatering activity at Cell 2 causes potential adverse impacts such as:

- Reductions of well water levels resulting in a reduction of 10 percent in the ability of an adjacent well to produce water;
- Reductions of water levels in an adjacent surface water body resulting in significant impairment of the use of water in that water body;
- Saline water intrusion;
- Change in water quality resulting in either impairment or loss of use of a well or water body;
- Land collapse or subsidence caused by a reduction in water levels;
- Damage to crops and other types of vegetation; and
- Harmful hydrologic alterations to natural systems, including wetlands, and other surface waters, that cause an unmitigated adverse impact on such systems.

In addition to a dewatering CUP, a National Pollution Discharge Elimination System (NPDES) Notice of Intent to Use the Generic Permit to Discharge of Ground Water from Dewatering Operations (Pursuant to Section 62-61.300(2), FAC) may also be necessary from FDEP if the groundwater from dewatering activity is discharged to the stormwater pond. Under the Generic NPDES permit, uncontaminated groundwater from a construction-related dewatering activity can be discharged to a surface water body if it meets certain water quality criteria.

Subtask 5.7 – Solid Waste Construction & Operating Permit Application

ENGINEER will prepare a FDEP solid waste construction and operations permit application for Cell 2 of the South Landfill at the CDF in accordance with the requirements of Rule 62-701.320(5)(a), F.A.C. The ENGINEER will complete Parts A through S of the application with all either addressed or marked "Not Applicable (N/A)" or "No Substantial Change (N/C)". Information provided in support of the application shall be marked "Submitted (S)" and the location of this information in the application package indicated.

The following items have been listed in accordance with the requirements of the application form number 62-701.900(1) dated February 15, 2015, with the ENGINEER addressing the Parts below:

1) Part A – General Information

Appropriate data for these sections of the permit application shall be typewritten on the appropriate application form. The information provided in the Cell 1 submittal shall be utilized and updated where needed.

2) Part B – Disposal Facility General Information

The appropriate data for these sections of the permit application will be included in the application form. The information provided in the Cell 1 submittal shall be utilized and updated where needed.

3) Part C – Prohibitions (62-701.300, F.A.C.)

The ENGINEER will prepare a section of the report addressing the prohibitions requirements utilizing information provided in Cell 1 application including:

- Documentation that each of the siting criteria has been satisfied;
- Documentation that the facility qualifies for any of the exemptions contained in Rules 62701.300(12), (13) and (16) through (18), F.A.C.
- Documentation that the facility will be in compliance with the burning restrictions; (62-701.300(3), F.A.C.).
- Documentation that the facility will be in compliance with specific waste, liquids, used oil and oily waste, hazardous waste, polychlorinated biphenyl (PCB), and biomedical waste restrictions;
- An illustration that the facility is in compliance with Class I surface water setback requirements;

- A discussion on the use of CCA treated wood; and
- A discussion showing that the facility will be in compliance with the dust control restrictions; (62-701.300(15), F.A.C.).

4) Part D – Solid Waste Management Facility Permit Requirements, General (62-701.320, F.A.C.)

The ENGINEER will prepare/complete the following:

- Electronic application form and Engineer(s)' and/or Professional Certification.
- References will be made to the operations plans, contingencies plans, engineering drawings, regional maps, vicinity plans, and site plans with property boundaries.
- A discussion of any type of recycling facilities located at the CDF Site and with the assistance of the COUNTY, how these facilities will help meet the COUNTY's recycling goals.
- A proof of notifications to Federal Aviation Administration (FAA) and FDOT concerning the construction of the facility and a discussion/illustration on how the requirements for airport safety will be achieved and any applicable exemptions.
- A discussion of how the operator and spotter training requirements and special criteria will be satisfied for the facility; (62-701.320(15), F.A.C.).

5) Part E – Landfill Permit Requirements (62-701.330, F.A.C.)

- (a) ENGINEER will obtain the latest aerial photographs for the CDF property and surrounding Cell 1 and 2 areas from COUNTY's GIS Department, which present areas within 1-mile of the landfill. This aerial/vicinity plan will show major features, population centers, and any FAA and FDOT licensed airports.
- (b) ENGINEER will prepare a figure showing all FAA and FDOT licensed airports within 6 miles of the property boundary. An attempt will be made to also show any known unlicensed grass airstrips. The figure will show the following information:
 - A 5,000 and 10,000-foot line from the outer portions of any onsite facilities where waste is stored, disposed of, or processed outdoors; and

- A 6-mile radius line about the site boundary.
- (c) ENGINEER will prepare a plot plan of the Cell 2 Site at a scale of no greater than 1"=200 feet and on 24" x 36" size drawings.
- (d) Topographic maps (provided as part of Task 2) with a scale not greater than 200 feet to the inch with 5-foot contour intervals showing the proposed fill area, any borrow area, access roads, grades required for proper drainage and cross-sections of lifts, special drainage devices if necessary, and any new fencing, and equipment facilities.
- (e) ENGINEER will update the following for inclusion in the application:
- 1) The current and projected population and area to be served;
 - 2) The anticipated type, annual quantity, and source of solid waste;
 - 3) The planned active life, the final design height of the facility, and the maximum height of the facility during its operation; and
 - 4) The source and type of cover material.
- (f) The ENGINEER will list the COUNTY's approved laboratory that conducts water quality monitoring for CDF including the laboratory's Quality Assurance Project Plan (QAPP) certification.
- (g) The ENGINEER will provide information to demonstrate financial responsibility and cost estimates for the closing and long-term care of the South Landfill. Since the bottom liner will be installed under dewatered conditions and extend below the groundwater table during operations, the 62-701.400(11) requires that the financial assurance cost estimates be sufficient to ensure long-term maintenance and operation of the leachate collection system.
- 6) Part F – General Criteria for Landfills (62-701.340, F.A.C.)

For the information provided in this section, the ENGINEER will demonstrate the following for the Cell 2 area:

- Not located within the 100-year flood plain unless compensating storage is provided. It will be assumed that the disposal areas will not be within the 100-year flood zone.
- Demonstration that the toe of the disposal areas will not be within 100 feet of the property boundary.

7) Part G – Landfill Construction Requirements (62-701.400, F.A.C.)

The Cell 2 Class I Liner System will be permitted as the following configuration (from top to bottom): 2 feet of drainage soil; a primary geocomposite drainage net, a 60-mil textured HDPE material; a secondary geocomposite drainage net, a 60-mil textured HDPE material; a geosynthetic clay liner (GCL); a 12 inch compacted subgrade.

For the information provided in this section, the ENGINEER will demonstrate the following for the Cell 2 area:

1. A description as to how the landfill has been designed so that the solid waste disposal units will be constructed and closed at planned intervals throughout the design period of the landfill, and shall

be designed to achieve a minimum factor of safety of 1.5 using peak strength values to prevent failures of side slopes and deep-seated failures; (62-701.400(2), F.A.C.).

2. Where Chapter 62-701.400 F.A.C. requires test information and documentation to ensure the liner will be constructed of materials that meet regulatory requirements and have appropriate physical, chemical, and mechanical properties, specifications will be provided and reference to the requirements for the construction contractor to provide the information based on the actual material to be installed on the site. The following information will be required for the construction contractor to provide and will be made a part of the construction certification documents to be submitted to FDEP:
 - Interface shear strength testing results of the actual components that will be used in the liner system.
 - Transmissivity testing results of geonets if they are used in the liner system.
 - Hydraulic conductivity testing results of geosynthetic clay.
 - Manufacturing and fabrication specifications including geomembrane raw material and roll quality assurance, fabrication personnel qualifications, seaming equipment and procedures, overlaps, trial seams, destructive and nondestructive seam testing, seam testing location, frequency, procedure, sample size, and geomembrane repairs.
 - Geomembrane installation specifications including earthwork, conformance testing, geomembrane placement, installation personnel qualifications, field seaming, and testing, overlapping and repairs, materials in contact with geomembranes, and procedures for lining system acceptance.
 - Geotextile specifications including handling and placement, conformance testing, seams and overlaps, repair, and placement of soil materials and any overlying materials.
 - Geonet and geocomposites specifications including handling and placement, conformance testing, stacking and joining, repair, and placement of soil materials and any overlying materials.
 - Geosynthetic clay liner specifications including handling and placement, conformance testing, seams and overlaps, repair, and placement of soil materials and any overlying materials.
3. Demonstration of the foundation being adequate to protect against liner failure.
4. Constructed so the bottom liner will not be adversely impacted by fluctuations of the groundwater.
5. Designed to resist hydrostatic uplift if the bottom liner is located below the seasonal high groundwater table.
6. Installed to cover all surrounding earth which could come into contact with the waste or leachate.
7. Demonstration of compliance of the Class I double liner system requirements (62-701.400(3)(c), F.A.C.) including membrane thickness and properties (HDPE geomembrane to meet GRI GM13), designed leachate head on the primary liner, leak detection, and secondary leachate collection system design, interface shear issues, and sub-base design.
8. Development of a CQA plan for bottom liner system installation.
9. Design of 24-inch-thick drainage layer (serving as a protective liner cover) above upper geomembrane liner.

10. Describe in the operational plans to protect the liner and leachate collection system when placing the first layer of select waste above a 24-inch-thick protective layer.
11. Discussion of the leachate collection, removal, and storage system. For budgetary purposes, it has been assumed that the Cell 2 area will include a conventional herringbone base grade with perimeter header pipes discharging to as many as two new pump stations via submersible pumps housed within the side slope risers. Force mains will consist of double-walled HDPE pipe with control valves and backflow preventers to connect to an existing force main east of Cell 1. Specifically, the leachate collection system will:
 - Be designed to be constructed of materials chemically resistant to the waste and leachate.
 - Have sufficient mechanical properties to prevent collapse under pressure.
 - Have granular material or synthetic geotextile to protect against clogging.
 - Leachate pipe and cleanouts will be designed at a minimum size of 8 inches in diameter to allow for testing and cleaning if pipes become clogged.
 - 24-inch protective cover having hydraulic conductivity $\geq 1 \times 10^{-3}$ cm/sec with material chemically resistant to the waste and leachate.
 - Bottom slope design to accommodate predicted settlement and still meet minimum slope requirements.
 - Demonstration that synthetic drainage material, if used, is equivalent to or better than granular material in chemical compatibility, flow under load, and protection of geomembranes liner.
 - The schedule provided for routine maintenance of leachate collection and removal system (LCRS) will be provided in the operations plan and the post-closure care plan.

It has been assumed that leachate recirculation capabilities are to be considered within the design but are not to be addressed within the solid waste permit application. The pipes will be designed for future recirculation uses, however, the pumps in the Cell 2 pump stations will be designed for normal use and be capable of being upgraded with new larger pumps if the COUNTY chooses to permit and implement leachate recirculation at some future time. No new leachate storage tanks or expansion of the existing capacity size are assumed for this Cell 2 design.

12. Liner systems CQA will be prepared and provided in the permit application as discussed in Task 4.
 13. Stormwater drainage from the Cell 2 area will be conveyed to existing or new perimeter ditches which discharge into an existing permitted stormwater management system.
 14. The gas control systems discussion will be provided in Part N below including expansion of the perimeter gas monitoring probes if needed.
 15. Since Cell 2 will have the bottom liner constructed and below the existing groundwater table, a dewatering plan is to be developed similar to the plan Cell 1 in order to demonstrate that the landfill will provide an equivalent degree of protection for the environment as would a similar landfill whose bottom liner is not in contact with groundwater.
- 8) Part H – Hydrogeological Investigation Requirements (62-701.410(2), F.A.C.)

This section has been addressed in the previous application for Cell 1 and the documents will be referred to as N/C with references to the location of the previously submitted information. This section will be addressed by the Professional Hydrogeologist under Task 5 in this Task Order.

9) Part I – Geotechnical Investigation Requirements (62-701.410(3) and (4), F.A.C.)

This section has been addressed in the previous application for Cell 1, however, new geotechnical borings and engineering calculations will be required. Any use of previous documents will be referred to as N/C with references to the location of the previously submitted information. Any new information will be provided and referred to by the work conducted by the Professional Geologists and Engineers under Task 3 in this Task Order.

10) Part J – Vertical Expansion of Landfills (62-701.430, F.A.C.)

With the construction of the Cell 2 area, the updated landfill sequencing plan will allow additional waste to be placed vertically over portions of the Cell 1. Since the Cell 1 design considered the future buildout of the landfill and this vertical expansion, the form section will be referred to as N/C with references to the location of the previously submitted Cell 1 information.

11) Part K – Landfill Operations Requirements (62-701.500, F.A.C.)

This section has been addressed in the previous application for Cell 1 and the documents will be referred to as N/C with references to the location of the previously submitted information and updated with new information for Cell 2.

A tracked changes version and an untracked complete version of the Operations Plan in PDF will be submitted to FDEP for approval. Once approved by FDEP, the untracked complete version of the Operations Plan will be considered the current Landfill Operations Plan for the site.

12) Part L – Water Quality and Leachate Monitoring Requirements (62-701.510, F.A.C.)

This section has been addressed in the previous application for Cell 1 and the documents will be referred to as N/C with references to the location of the previously submitted information. However, the existing Water Quality Monitoring Plan will be revised to address the need for new monitoring cluster detection well locations (two wells per cluster) on the north, south, and west sides of Cell 2 along with the abandonment of the four existing well cluster locations (eight wells) on the west side of Cell 1.

13) Part M – Special Waste Handling Requirements (62-701.520, F.A.C.)

This section has been addressed in the previous application for Cell 1 and the documents will be referred to as N/C with references to the location of the previously submitted information.

14) Part N – Gas Management System Requirements (62-701.530, F.A.C.)

The ENGINEER will show a conceptual active landfill gas collection and control system plan for Cell 2 which will be an expansion to the plan shown for Cell 1. Also, the ENGINEER will show the expansion of the existing gas monitoring probe locations due to the addition of Cell 2. New probe locations will either be further expanded on the west side along the property line or expanded on the north and south sides of Cell 2.

15) Part O – Landfill Final Closure Requirements (62-701.600, F.A.C.)

Although this application is for the construction of a solid waste cell, FDEP wants the COUNTY to prepare a conceptual closure plan for the purpose of developing final grades and financial assurance documentation. This section is not developed in sufficient detail for a closure permit application. This

section has been addressed in the previous application for Cell 1 and the documents will be referred to as N/C with references to the location of the previously submitted information.

- (a) ENGINEER will develop in this section conceptual final grade elevation, typical terrace design, and liner system design based on the buildout of Cell 1 and the total site buildout. No interface testing is assumed to be required for conceptual closure design.
- (b) ENGINEER will show the conceptual locations of the landfill gas system and stormwater downcomer system for both Cell 1 and 2 based on the buildout of Cell 1.

16) Part P – Other Closure Procedures (62-701.610, F.A.C.)

This section has been addressed in the previous application for Cell 1 and the documents will be referred to as N/C with references to the location of the previously submitted information.

17) Part Q – Long-Term Care Requirements (62-701.620, F.A.C.)

This section and specifically the Long-Term Care Plan have been addressed in the previous application for Cell 1 and the total build-out to the South Landfill and the documents will be referred to as N/C with references to the location of the previously submitted information.

18) Part R – Financial Responsibility Requirements (62-701.630, F.A.C.)

- (a) ENGINEER shall prepare the cost estimates for closure construction and long-term care as discussed in Task 4.
- (b) The COUNTY shall provide a description of funding mechanisms and methods to provide proof of financial assurance for inclusion in the permit application report if different from the previously submitted information for the Cell 1 application. The COUNTY will need to provide assurance that the revised funding or the combined Cell 1 and 2 areas will be in place 60 days prior to the acceptance of waste in Cell 2.

19) Part S – Certification by Applicant and Engineer or Public Officer

ENGINEER shall include this executed form within the permit application report with the Engineer's Certification and COUNTY's signature.

Subtask 5.8 – Submittal of Draft Permit Application to COUNTY

ENGINEER will submit to COUNTY draft PDF copies of the solid waste permit application including documents, attachments, figures, and drawings for review and comments at the 70, 90, and 100 percent (draft) completion level. Note: Components of the application i.e. drawing, and plans will be provided at the 70, 90 and 100 percent (draft) completion level.

Subtask 5.9 – Submittal of Permit Application to FDEP

After receipt of written comments from COUNTY for the 100 percent draft review, the ENGINEER will finalize the solid waste permit application and submit electronically signed and seal application and documents to FDEP with the COUNTY copied.

Subtask 5.10 – Response to Requests for Additional Information

ENGINEER will assist the COUNTY with the preparation of written responses to inquiries, which may arise during the FDEP review period. The level of effort for this task is limited to the fee estimate for this task. If additional investigations, analyses, testing, design, or research are required to provide satisfactory responses to regulatory agencies, beyond the fee estimate of this task, ENGINEER will perform the additional work effort only after receipt of written approval of a new Task Order from the COUNTY.



Terms of Service Agreement

The following Terms of Service is effective December 5, 2019.

BETWEEN: DroneView Technologies LLC
1750 S. Telegraph Road, Suite 200
Bloomfield Township, MI 48302

AND: S2L, Incorporated (the "Client")
531 Versailles Drive, Suite 202
Maitland, FL 32751

1. PROJECT DESCRIPTION

Approximately 80 acres of topographic mapping at CDF Landfill, Brevard County FL

2. SERVICES PROVIDED

- Use Existing Imagery flown 3/26/19
- Use Existing Ground Control – no additional temporary control required
- SPC FL East, NAD83, NAVD88, US Survey Feet
- DTM with 1' contours and spot elevations
- AutoCAD format

Additional Notes Per S2L:

- Topographic Map with a one-foot contour interval AND spot elevations. Elevations must be in NAVD 88.
- Digital deliverables on DVD, and via a weblink, in ACAD.
- Mapping work shall meet or exceed the Florida Standards of Practice requirements as set forth in Rule 5J-17. Planimetric features visible and identifiable on the imagery will be shown per map scale standards. Contours in partially obscured areas will be dashed and accuracy standards will not apply in these areas.
- The COUNTY will be responsible for the aerial targeting at the site.

3. FEES AND OTHER CHARGES

Option 1: \$3,600
Option 2: \$3,150

4. AGREED AND ACCEPTED

DroneView Technologies LLC

S2L, Incorporated

Authorized Signature

Authorized Signature

Jason Heywood, VP

Printed Name and Title

Printed Name and Title

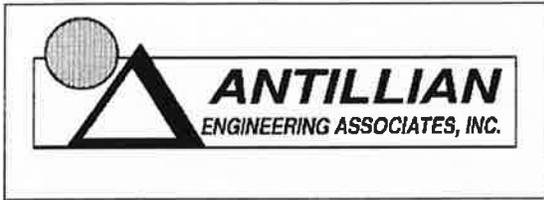
December 5th, 2019

Date

Date

Project Limits
Red = Option 1, Blue = Option 2





February 4, 2020

S2L, Inc.
531 Versailles Drive, Suite 202
Maitland, Florida 32751

Attention: Bob Mackey, P.E.

Reference: Proposal for Geotechnical Engineering Services
Brevard County Landfill Cell 2
Brevard County, Florida

Dear Mr. Mackey:

Antillian Engineering Associates, Inc. is pleased to submit this proposal to provide geotechnical-engineering services to support the liner/leachate-collection system design for the referenced project. We prepared it in response to your initial request in November 2019, with additional input that we received from S2Li staff and CDM Smith staff. This proposal supersedes our proposal dated December 19, 2019.

SCOPE OF SERVICES

It is our understanding that S2Li is designing the liner/leachate-collection system for Cell 2 at the Brevard County Landfill in Brevard County, Florida. S2Li staff provided geotechnical-engineering reports for three studies conducted for the landfill in 2002, 2009, and 2014, and advised that variations in the encountered subsurface conditions have created uncertainty about the estimated settlements to be expected at Cell 2. That uncertainty is affecting the leachate-system design, which depends not only on the inclinations to be designed into the base of the cell, but also predictions of how those inclinations are likely to change over time as the cell is being filled. Those issues had been addressed for the various aspects of the original design by Golder and Associates, Inc. ("Golder"), Ardaman and Associates, and Jones Edmunds and Associates, but those firms are not available to analyze the current issue in more detail using the data that they had obtained during their investigations. We understand that FDEP staff has requested subsurface explorations at the locations of the upstream ends of the five leachate collection lines, in addition to the other areas of interest within the proposed Cell 2 footprint.

We propose to conduct additional subsurface explorations to supplement the information already obtained, in particular the CPT data Golder had obtained, and use the supplementary information to refine the foundation settlement analyses for Cell 2 that had been conducted for the original design and permit application. Since those analyses had been acceptable for the original design, we are of the opinion that we can update those analyses with reasonable effort. We understand that archived subsurface information is not available other than the hard copies of the reports S2Li provided. Based on discussions with S2Li staff and CDM Smith staff, we understand that additional subsurface information is needed to design the "sock-drain" temporary-dewatering system. The overall scope of work, which will be performed under S2Li's current Continuing Solid Waste Engineering contract with Brevard County will be defined into tasks on the following pages:

Review of Available Information – We would review available geotechnical engineering information including electronic files of Cone Penetration Test ("CPT") soundings Golder included with their 2002 geotechnical report.

Site Reconnaissance/Field Explorations – We would develop a preliminary exploration plan to supplement the CPT soundings that Golder had explored in 2002. We would conduct a field reconnaissance to gather information about the surface conditions at the Cell 2 site and establish the preliminary exploration locations in the field. We would mark those locations with white paint and request location and marking of adjacent underground-utility

service facilities in accordance with Florida statutes. We would stake the exploration locations for identification by the field crew, and leave the stakes in place after our field work so the locations can be surveyed by others. We would conduct CPT with porewater pressure measurement ("CPTu") soundings at ten locations to an average depth of 120 feet below the existing ground surface. Five locations will be near the upstream ends of the five leachate-collection lines. Three locations will be distributed near the downstream ends and two will be reserved for specific locations of interest, including the location of the maximum anticipated stack height.

CPTu cone resistance and side friction would be recorded electronically at 2 cm (approx. 0.05 ft) intervals beginning at the ground surface. Pore pressure would be measured and recorded electronically at the same intervals to establish a vertical pore pressure profile at each sounding location. Dissipation would be measured as needed to remove transient pore pressure changes caused by advancement of the device. Anomalies in the pore pressure profiles indicate a measurable vertical component in groundwater flow which is the primary mechanism of sinkhole activity.

Based on the expected depth of the permeable, near-surface soil layer, a Cell 2 perimeter about 5,800 feet long, and spacing of about 1,000 feet between locations, we would drill six soil-test borings to 30 feet. We would recover thin-wall-steel-tube samples (in vertical and horizontal directions) of sands above the groundwater surface for laboratory permeability testing. We would conduct field permeability testing in sands below the groundwater surface using the "Cased Hole with Uncased or Screened Extension" method presented in the St Johns River Water Management District publication Full-Scale Hydrologic Modeling of Stormwater Retention Ponds and Recommended Hydro-Geotechnical Design Methodologies. At the end of the drilling program, we would grout the exploration locations.

Laboratory Testing - No laboratory testing is anticipated for the CPTu soundings because the device does not recover samples. We would conduct 16 percent fines tests, four organic content tests, eight Atterberg limits test series, 12 moisture content tests, and 12 laboratory permeability tests.

Engineering Services - We would perform the following services:

- review available information to develop a general understanding of the site and its surroundings
- compile our CPTu data with the available information to characterize the subsurface conditions in more detail
- evaluate the subsurface conditions as they relate to foundation settlements and possible sinkhole activity
- develop estimated soil properties for temporary-dewatering-system design
- prepare final CPT sounding logs, maps and plans
- prepare a geotechnical engineering report

The report would contain a summary of available information pertaining to the site, appropriate site-surface characterization, assessments of the subsurface conditions encountered at the sounding locations, updated foundation settlement analyses, and other concerns as appropriate. The report would be prepared in accordance with 62-701.410(3) and (4) and would be sealed by a Professional Engineer registered in Florida.

COMPENSATION FOR SERVICES

We propose to provide the described services for an hourly, not-to-exceed, time and materials fee of \$99,542.00. An itemized breakdown is attached as Appendix A. The fee represents our best estimate of the services needed for this project. Additional services, if needed, would be provided at the unit rates shown in the estimate.

SCHEDULE

We can begin work on this project within one week of receiving your notification to proceed. The field investigations should take about four weeks, including the time needed to locate underground utilities. We would submit a report within eight weeks after completion of the field investigation.

LIMITATIONS

The work on this project will be performed in general accordance with currently accepted procedures for the practice of geotechnical engineering in central Florida. Please call if you have questions or need additional information.

Respectfully submitted,
ANTILLIAN ENGINEERING ASSOCIATES, INC.

Peter G. Suah, P.E.
Principal Engineer/President
Attachments: Appendix A - Fee Estimate

ANTILLIAN ENGINEERING ASSOCIATES, INC.

**APPENDIX A
FEE ESTIMATE
BREVARD COUNTY LANDFILL CELL 2
BREVARD COUNTY, FLORIDA**

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>RATE</u>	<u>TOTAL</u>
Review of Available Information				
Senior Project Enginee	hour	36	\$177.00	\$ 6,372.00
Field Explorations				
Crew & Equipment Mobilization, All-terrain Drill Rig	per site	1	\$600.00	\$ 600.00
SPT Borings, 4 to 30 ft (for CDM Smith dewatering)	LF	120	\$12.00	\$ 1,440.00
Additional Split-spoon Samples	each	0	\$30.00	\$ -
Drill Rig and Crew (on-site movement, UD samnplng, field perm)	hours	36	\$180.00	\$ 6,480.00
Crew & Equipment Mobilization, CPT Rig	per site	1	\$450.00	\$ 450.00
CPTu Soundings, 10 to 120 feet average	LF	1200	\$14.00	\$ 16,800.00
CPT Rig & Crew (porewater pressure decay measurements)	min	720	\$5.00	\$ 3,600.00
Grout Boreholes	LF	120	\$4.00	\$ 480.00
Grout CPT Soundings	LF	1200	\$4.00	\$ 4,800.00
Senior Project Engineer (site reconnaissance)	hours	16	\$177.00	\$ 2,832.00
Staff Engineer (site recn, utility loc., field coord./supervision)	hours	48	\$107.00	\$ 5,136.00
Laboratory Testing				
Percent Fines	each	16	\$50.00	\$ 800.00
Organic Content	each	4	\$50.00	\$ 200.00
Moisture Content	each	12	\$15.00	\$ 180.00
Atterberg Limits	each	8	\$100.00	\$ 800.00
Lab Permeailty	each	12	\$300.00	\$ 3,600.00
Engineering Services				
Project Director	hour	24	\$200.00	\$ 4,800.00
Senior Project Enginee	hour	144	\$177.00	\$ 25,488.00
Staff Engineer	hours	112	\$107.00	\$ 11,984.00
CADD Operator/Draftsperson	hours	36	\$75.00	\$ 2,700.00
				<u>\$ 99,542.00</u>



Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

November 29, 2019
File Number 19-13-0000

S2Li, Inc.
8029 Ridge Valley
Woodstock, GA 30189-7047

Attention: Mr. Omar Smith, P.E.
Vice President/Regional Manager

Subject: Proposal for Geotechnical Engineering Services to Support Design and Permitting of Cell 2 in South Landfill at Brevard County Central Disposal Facility

Gentlemen/Ladies:

As requested by S2Li, Inc. (S2Li), Ardaman & Associates, Inc. (Ardaman) is pleased to submit this proposal for providing geotechnical engineering services to support design and permitting of Cell 2 at the Brevard County Central Disposal Facility (CDF). The subject landfill cell will be constructed within the boundary of the Class I South Landfill, which is located southwest of the Slurry Wall Landfill, and will have a footprint area of approximately 40 acres. Cell 2 will be located west of the existing Cell 1, and will piggyback onto the west slope of Cell 1. Similar to the existing Cell 1, the proposed Cell 2 will have a base elevation of approximately +20 feet (NGVD) and a top elevation of approximately +100 feet (NGVD), corresponding to a design height of approximately 80 feet. According to S2Li, the bottom liner system for Cell 2 will be connected to the bottom liner system for Cell 1 along the existing west containment dike for Cell 1.

The following sections provide a scope of work, the estimated fees, and a schedule for our geotechnical engineering services, along with the conditions and assumptions of this proposal. The scope of work was developed based on our communications with S2Li and a cursory review of the preliminary layout and design for Cell 2.

Engineering Services

Ardaman will provide the following geotechnical engineering services for this project:

- Perform a site visit to observe the existing Cell 1 operation and the proposed Cell 2 area within the South Landfill at CDF.
- Review the field exploration and laboratory testing data obtained by others within and near the proposed Cell 2 footprint area.
- Review the design layout, the design cross sections, and the bottom liner system design for Cell 2.
- Develop a conceptual subsurface soil profile for the Cell 2 footprint area.

- Select soil properties for each soil layer in the conceptual subsurface soil profile.
- Select the critical landfill design cross section(s) for geotechnical analyses.
- Analyze bottom liner interface stability, landfill slope stability, foundation bearing capacity, and foundation soil settlements.
- Provide consultations to S2Li by phone or email correspondence on geotechnical issues associated with the design of Cell 2, including designs of liner grade and leachate collection drain grade to comply with the landfill rule requirements.
- Prepare a geotechnical report to summarize the data reviewed by Ardaman, to document results of our geotechnical analyses, and to present our findings and recommendations.
- Respond to one round of comments, if any, from the Florida Department of Environmental Protection (FDEP) concerning the work completed by Ardaman.

Estimated Fees

The above geotechnical engineering services will require a budget of \$28,000, including an allocated budget of \$3,000 for responding to one round of regulatory comments. Ardaman will invoice our efforts monthly on a time-and-material basis in accordance with the labor rates in the agreement between S2Li and Ardaman dated November 21, 2017. We will not exceed the authorized budget without justifications and your written approval.

Project Schedule

If all relevant information and data for our work can be provided to us within one month of contract execution, Ardaman should be able to complete the geotechnical analyses and issue the geotechnical report within four months from the date of notice to proceed (i.e., three months after the site visit and receipt of all relevant information and data).

Proposal Conditions and Assumptions

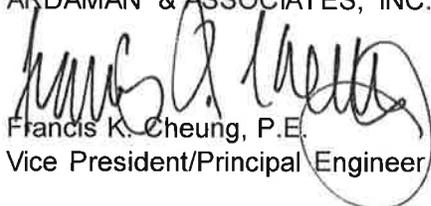
This proposal is contingent upon the following conditions and assumptions:

- This proposal does not include any efforts associated with data collection, field exploration, or laboratory testing.
- We assume that all information and data for our geotechnical analyses will be supplied by S2Li and/or Brevard County.
- We assume that all data obtained by others for our work will be sufficient and adequate.
- Ardaman will explain and advise S2Li if additional data are required for geotechnical analyses, but will not be involved in collecting the data.
- The design layout and cross sections for Cell 2 and the design of the bottom liner system will be provided by S2Li.

- The refuse density for Cell 2 will be provided by S2Li or Brevard County.
- Our work will cover the geotechnical analyses under 62-701.410, F.A.C., but will exclude the hydrogeological investigations, groundwater study, and sinkhole evaluation requirements required by the rule.
- This proposal covers one site visit to CDF, but does not include any efforts to prepare and attend meetings.
- A geotechnical report will be the only formal deliverable.
- S2Li and Brevard County will provide all relevant information and data within one month of contract execution such that our geotechnical report can be completed within four months from the date of notice to proceed.

Ardaman looks forward to working with S2Li and Brevard County on this project. If you have any questions or need additional information, please contact us.

Very truly yours,
ARDAMAN & ASSOCIATES, INC.


Francis K. Cheung, P.E.
Vice President/Principal Engineer

Enclosures

PRW GROUP, LLC

PLANNING • DESIGN • UTILITIES • MANAGEMENT • LEACHATE • WASTEWATER • WATER • REUSE

November 25, 2019

Omar E. Smith, P.E.
Vice President
S2L, Incorporated
531 Versailles Drive, Suite 202
Maitland, Florida 32751-7301

RE: Proposal for Professional Engineering Services (Task Order No. 17-10)
Brevard County Central Disposal Facility (CDF)
Design and Permitting of the Class I South Landfill Cell 2
Pump Stations, FM, and Electrical

Dear Mr. Smith:

In accordance with your request, we have prepared a proposal for the referenced project. The proposal is based on information from our recent discussions and email correspondence.

It is our understanding that Brevard County ("County") would like to design, construct and permit the next phase of construction at the Landfill designated as "Cell 2". S2L, Incorporated ("Engineer") and its Project Team will assist the County to design a new facility.

As a member of the Project Team, PRW Group, LLC (PRW) will be responsible for the following:

- Design of two (2) leachate pump stations, including primary and secondary pumps, piping and valves, as well as associated electrical and structural components.
- Design of a leachate force main and connections into the existing leachate handling systems.
- Extending the existing 5kV power distribution to the pump stations and adding a pad mounted transformer for the County's medium voltage system.
- Including the flexibility for the County to add leachate recirculation in the future.

For these design activities, the Project Team will be supplemented with EMI Consulting Specialties (EMI) for electrical engineering services and Wekiva Engineering for structural engineering services.

The scope of services, compensation and schedule are presented below.

SCOPE OF SERVICES

Task 1- Project Kick-Off Meeting

PRW shall provide the following services under this task:

- Provide input into the Project Quality Control (QC), monthly progress reports, and schedules.

Proposal for Professional Engineering Services (Task Order No. 17-09)
Brevard County Central Disposal Facility (CDF)
South Landfill (SLF) - Landfill Gas Header Design (LFGCCS)

- Attend the Project Kick-off Meeting to discuss the project approach, including the force main routing, electrical routing and tie-in locations.

Task 2 - Aerial Topographical Survey

No services are proposed for this Task by PRW.

Task 3 - Geotechnical Investigation for Cell 2 [Peter S.]

No services are proposed for this Task by PRW.

Task 4 – Design Services

PRW and its subconsultants will provide the services to develop construction drawings and specifications for our areas of responsibility. The level of effort and fee are based on the pump station design as a mirror of the existing Cell 1 design with minor design changes requested by the County and any required changes deemed important by the Engineer during the design phase. If there are significant requested changes, an amendment may be required for the additional level of effort. The scope and fee is based on the following design concepts/components:

- Two side slope riser pump stations, including electrical and structural components.
- Electrical pumps for leachate collected from the primary and secondary liners.
- Electrical control panels will have a connection for a portable generator.
- Electrical and Force Main Routes and Tie-ins
 - Electrical tie-in at either the existing Cell 1 pump station control boxes or at site switch box near the flare station.
 - Force main connection into Cell 1 force main.
- Underground electrical and double-wall HDPE force main piping to be routed along the road inside the shoulder going north along the west side of Cell 2, then east along the north sides of Cell 1 and 2, then south along the east side of Cell 1 to the tie in locations.
- Design will be to Brevard County utility standards.
- Consider connections for future cells south of Cell 2.
- It has been assumed that leachate recirculation capabilities are to be considered within the design but are not to be addressed within the solid waste permit application. The pipes will be designed for future recirculation uses, however, the pumps in the Cell 2 pump stations will be designed for normal use and be capable of being upgraded with new larger pumps if the County chooses to permit and implement leachate recirculation at some future time.
- Memorandum of Design, technical specifications and cost estimate for areas related our design items.

Base AutoCAD files will be provided by S2Li. The types and number of 24”x 36” size drawings to be prepared under this subtask is as follows:

Proposal for Professional Engineering Services (Task Order No. 17-09)
Brevard County Central Disposal Facility (CDF)
South Landfill (SLF) - Landfill Gas Header Design (LFGCCS)

- Civil – Force Main Plan and Details 3
- Mechanical (Pump Stations)– Plan, Section and Details 4
- Standard Details 2
- Structural – Plan, Section and Details 2
- Electrical (Pump Station and Power Supply) – Plan and Details 5

The drawings will be prepared using AutoCAD software. The drawings and specifications will be transmitted in electronic format (PDF) to S2Li for incorporation into the submittals to the County at the 70%, 90% and 100% (draft) levels of completion.

Task 5 – Permitting Services

PRW will provide limited assistance/input for this task. Four (4) hours of engineering time has been included in the fee.

PROJECT SCHEDULE

PRW will provide the above-listed services over the duration of the project to meet the schedule established by Brevard County and the Engineer. It is anticipated that the design services described above will be provided over approximately a one (1) year period.

COMPENSATION

Attachment A provides a detailed breakdown of hours and direct costs for each task. Total compensation for engineering services is estimated to be \$33,875.10 (including electrical and structural) and will be billed on an hourly, not-to-exceed basis. Invoicing will include an allowance for 5% retainage by the County.

We appreciate the opportunity to assist S2LI in providing professional engineering services to Brevard County for this project. If you have any questions, please contact me at (407) 721-6954.

Sincerely,



Richard D. Wilson, P.E.
Project Manager

Attachment A

**PRW Group, LLC
Fee Estimate**

**Brevard County Central Disposal Facility (CDF)
Design and Permitting of the Class I South Landfill Cell 2-Pump Stations, FM, and Electrical**

Task	Task Name	Sr. Project Manager (P6)	CADD Technician 1 (T1)	Admin. Assistant I (A1)	Total Hours	Total Billing Cost (\$)
	Hourly Billing Rate	\$133.38	\$59.48	\$38.07	---	---
1.0	Project Kick-Off Meeting	10	0	2	12	\$ 1,409.94
2.0	Aerial Topographical Survey	0	0	0	0	\$ -
3.0	Geotechnical Investigation for Cell 2	0	0	0	0	\$ -
4.0	Design Services	60	161	8	229	\$ 17,883.64
5.0	Permitting Service	4	0	0	4	\$ 533.52
	Subtotal	74	161	10	245	\$ 19,827.10
Subconsultants						
	Electrical (EMI)					\$ 11,562.00
	Structural (Wekiva Engineering)					\$ 2,486.00
Total						\$ 33,875.10

EMI Consulting Specialties, Inc.

5742 River Bed Rd
 Groveland, Fl 34736
 (352) 460-4034
 (352) 460-4036 (Fax)

Fee Estimate

DATE	ESTIMATE NO.
11/22/2019	1918

CLIENTS NAME / ADDRESS

Rick Wilson, P.E.
 PRW Group, LLC.
 1891 Lake Spier Drive
 Winter Park, Florida 32789

PROJECT

Brevard Cell 2 Pump Stations

CATEGORY	DESCRIPTION	HRS	COST	TOTAL
	Task 1 (Final Design)			
Clerical	General clerical, filing, invoicing, correspondence	6	32.00	192.00
Site Visit	Data gathering, site investigation, photos, field notes etc.	6	135.00	810.00
Engineering	Electrical design related to power, controls, lighting and RTU for two (2) pump stations with generator connections. Design to will be per Brevard County utility standards.	42	135.00	5,670.00
	Extent existing 5kV distribution and add one pad mounted transformer			
Design (CADD)	Design, drafting (CADD), & in-office plotting for EMI review and coordination for 70%, 90% & 100% and final submittals.	40	75.00	3,000.00
	E-1 SITE PLAN			
	E-2 PRIMARY POWER RISER			
	E-3 480V POWER RISER			
	E-4 PLANS & DETAILS			
	E-5 DETAILS			
Specification	Create or edit and compile design specifications.	8	135.00	1,080.00
Cost Estimate	Prepare opinion of cost for EMI design.	2	135.00	270.00
Permitting	Sign and seal for DEP	4	135.00	540.00
	SUBTOTAL			11,562.00
	Deliverables:			
	Digital drawings and PDF per EMI format			
	Digital PDF copy of EMI specifications per EMI format			
Lump Sum not Exceed			TOTAL	

EMI Consulting Specialties, Inc.

5742 River Bed Rd
 Groveland, FL 34736
 (352) 460-4034
 (352) 460-4036 (Fax)

Fee Estimate

DATE	ESTIMATE NO.
11/22/2019	1918

CLIENTS NAME / ADDRESS
Rick Wilson, P.E. PRW Group, LLC. 1891 Lake Spier Drive Winter Park, Florida 32789

PROJECT
Brevard Cell 2 Pump Stations

CATEGORY	DESCRIPTION	HRS	COST	TOTAL
	Exclusions: Generator System Civil Land Surveys Radio Surveys Security Systems Telephone Systems Video Systems Intercom Systems Plumbing LEED Certifications Power Utility Coordination Production Printing Distribution of Shop Drawings Assumptions: One person from PRW will be assigned to direct EMI's work. Existing power service to the overall facility has capacity to add our new equipment Existing SCADA system is adequate to accept the new equipment without replacement			
Lump Sum not Exceed			TOTAL	\$11,562.00



711 N Orange Ave, Suite A
Winter Park, FL 32789
Phone: 321.972.4989

Wekiva Project Number: 19-281

November 19, 2019

Mr. Rick Wilson, P.E.
1891 Lake Spier Drive
Winter Park, FL 32789

Re: Proposal for Structural Engineering Services
Brevard County CDF - Cell 2 Pump Stations, FM, and Electrical
Brevard County, Florida

Dear Mr. Wilson:

Wekiva Engineering, LLC (Wekiva) is pleased to submit this proposal to provide structural engineering services to PRW Group, LLC. (PRW) for the above referenced project. It is our understanding that the project will include the design of two (2) new pumps stations which are supported by a slab-on-grade. The design will also include miscellaneous pipe supports and equipment supports.

SCOPE OF SERVICES

Wekiva proposes the following work tasks:

Task 1: Prepare Signed and Sealed Drawings and Specifications: Wekiva staff will prepare drawings and specifications for submittal milestones determined by PRW. It is anticipated that there will be two (2) drawings along with some standard division 3 and 5 specifications. It is not anticipated that a site visit will be necessary.

COST AND SCHEDULE

Wekiva proposes to undertake the work described above on a lump sum fixed fee basis for a price of **\$2,486**. The attached Table 1 shows the fee broken down by man hours category rates.

TERMS AND CONDITIONS

Wekiva will begin work immediately upon your notice to proceed. We will issue an invoice for the work accomplished during the calendar month. We appreciate the opportunity to submit this proposal to PRW and we look forward to a successful collaboration on this project. If you have any questions or need further information, please call.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Sobczak', with a small dot at the end.

John Sobczak, P.E.
Member

Table 1 - Engineering Services Fee

Structural Engineering Services
 Central District Facility Cell 2 Pump Station Design
 Brevard County, FL
 November 2019

<i>Task No</i>	<i>Task Description</i>	<i>Man-hours By Category</i>					<i>Totals</i>	
		<i>Project manager</i>	<i>Project Engineer</i>	<i>Staff Engineer</i>	<i>Drafting</i>	<i>Clerical</i>	<i>Hrs</i>	<i>Cost</i>
		\$166.00	\$118.00	\$107.00	\$75.00	\$70.00		
1	<i>Prepare Drawings and Specs</i>							
	<i>Total Cost for Task 1</i>	2	4.5	4	15	1	26.5	\$ 2,486.00
	<i>Total Project Cost</i>							\$ 2,486.00

SCOPE OF SERVICES
S2L INCORPORATED PROPOSED TO 17-10
BREVARD COUNTY CENTRAL DISPOSAL FACILITY SOUTH
DESIGN AND PERMITTING OF CELL 2 DEWATERING AND STORMWATER MANAGEMENT
SYSTEMS

January 31, 2020

This Authorization, when executed, shall be incorporated in and become part of the Agreement for Professional Services between S2L Incorporated (S2Li), and CDM Smith Inc. (CONSULTANT), dated March 12, 2018, hereafter referred to as the Agreement.

PROJECT BACKGROUND

Brevard County (County) intends to design a second lined cell (Cell 2) at their Central Disposal Facility (CDF) South Landfill located in central Brevard County south of SR 528 and West of I-95. The County has operated the CDF since around 1977; the South Landfill was originally planned and permitted in 2009. The first cell of the South Landfill, Cell 1, has been constructed in the northeast corner of the South Landfill area and the County now wishes to construct a second Class I landfill cell just west of existing Cell 1.

S2Li has contracted CONSULTANT for this project. The tasks outlined in this Scope are specifically focused on the construction of Cell 2, the design and permitting of drainage and stormwater management systems to serve Cell 2, and the dewatering that is necessary to ensure liner stability during construction at Cell 2. Dewatering may continue until the weight of the drainage soil and protective cover soil is sufficient enough to prevent the hydrostatic uplift of the liner. The groundwater pumped from the surficial aquifer during dewatering will be discharged to the perimeter ditch which ultimately discharges into the West Pond. The CONSULTANT will analyze other available options such as discharge to a recharge trench inside a possible environmental cutoff wall (ECW), discharge to the stormwater pond (West Pond) north of Cell 2, or discharge to a combination of these alternatives. The scope of services provided below details CONSULTANT's approach to providing these services for the County.

TASK ORDER SCOPE OF SERVICES

The following is a description of the services to be provided under this Task Authorization.

TASK 1 - DRAINAGE AND STORMWATER MANAGEMENT DESIGN AND PERMITTING

Subtask 1.1 - DRAINAGE DESIGN PLANS AND SPECIFICATIONS

This subtask consists of the development of Contract Documents necessary to procure construction services and to construct the drainage and stormwater management systems of the proposed Cell 2, as well as performing and documenting calculations to support the proposed design and subsequent permitting efforts.

It is the CONSULTANT's understanding that drainage and stormwater requirements for the project will include:

- Design of an "operational" drainage ditch to be constructed along the southern boundary of the project area to collect and convey runoff from intermediate cover.
- Confirmation of design of permanent perimeter ditches along the north and west sides of the project area to be sized for buildout conditions of the South Landfill.
- Design of crossovers and side drains to provide vehicular access across ditches, including operational ditch.
- Conceptual design associated with landfill closure, including design of terrace swales and downcomer pipes.

CONSULTANT will prepare up to six detailed engineering plan sheets for the construction of the drainage and stormwater management systems of the proposed Cell 2. Engineering plans will be submitted to S2Li at the 30, 60, 90, and 100 percent design milestones. Calculations will be documented and provided at each design milestone. Calculations will be performed in general accordance with the most recent versions of the FDOT Drainage Manual and Drainage Design Guide. If necessary to evaluate the proposed drainage features, existing Interconnected Channel and Pond Routing, Version 3 (ICPR3) models previously developed by CONSULTANT for the Scale House/Entrance Road project and/or ICPR3 models previously developed by others will be updated to simulate proposed conditions; for budgeting purposes, this effort assumes up to five (5) basins, nodes, and links will be added or modified as necessary.

CONSULTANT will reference FDOT standard specifications where applicable and will furnish additional technical specifications if necessary. Design milestone submittals at 60, 90, and 100 percent will include technical specifications for the proposed drainage and stormwater management design, if necessary.

CONSULTANT will provide quantities to S2Li, but no independent cost estimates will be prepared by CONSULTANT under this scope of services.

Subtask 1.2 - FDEP Permitting Support

This subtasks includes providing support to S2Li to facilitate efforts to obtain FDEP Solid Waste and Environmental Resource Permits for the proposed project.

S2Li will prepare and submit the required documentation for the applicable FDEP Solid Waste permit. CONSULTANT will respond to one (1) request for additional information (RAI) pertaining to the drainage and stormwater component of the project.

The proposed expansion of the CDF to include the South Landfill was granted an Individual Environmental Resource Permit (ERP05-0292543-002-EI) by FDEP on March 11, 2010. It is the CONSULTANT's understanding and basis of this estimate that the surface water management systems permitted under this ERP cover the entirety of the planned South Landfill, inclusive of the Cell 2 project site. It is also the CONSULTANT's understanding that the existing condition of the West Pond is in general concurrence with the permitted conditions, and as such it should have sufficient available water

quality volume and water quantity attenuation to accommodate the proposed Cell 2 construction with minimal to no modifications.

The CONSULTANT will coordinate and attend a pre-application meeting with FDEP staff to confirm the ERP permitting requirements for the project. The CONSULTANT will prepare and distribute a meeting summary, including a summary of any required permit applications. A scope and fee amendment for additional services will be required for any further support regarding the ERP.

Preparation and submittal of the as-built certification is not included under this scope of services.

TASK 2 - DEWATERING SYSTEM DESIGN

SUBTASK 1.1 – LAYOUT AND DESIGN OF PROPOSED DEWATERING SYSTEM

CONSULTANT will work closely with S2Li to design a dewatering system that effectively keeps the water table at least 2 feet below the proposed bottom liner at Cell 2. A sock underdrain system was used effectively to dewater beneath the liner for Cell 1 and would likely be used for dewatering beneath the proposed liner for Cell 2. CONSULTANT will prepare two design sheets depicting the layout of the dewatering system in plan view along with applicable sections and details. These plan sheets will be provided to the Dewatering Contractor to help refine the design of the dewatering system, dewatering plan, and dewatering specification. Plan sheets will be submitted to S2Li for review at the 30, 60, 90, and 100 percent design milestones.

Subtask 2.2 - Groundwater Modeling of Dewatering System

A groundwater flow model will be used to determine the locations, rates and volumes of dewatering and locations of sock drains that can provide optimal coverage of the construction area. The CONSULTANT will use an existing and calibrated three-dimensional groundwater model called the East Central Florida Transient Expanded (ECFTX) model. This MODFLOW model was developed for the Central Florida Water Initiative (CFWI) for groundwater resource assessment. The model has 603 rows and 704 columns with a uniform grid spacing of 1,250 ft x 1,250 ft. The areal extent of the model is approximately 23,800 square miles. The model is discretized vertically into 11 layers:

- Surficial aquifer (layer 1)
- Intermediate Confining Unit (layer 2)
- Upper Floridian Aquifer (layer 3 – layer 5)
- Middle Confining Unit (layer 6 – layer 8)
- Lower Floridan Aquifer (layer 9 – layer 11)

The model was calibrated to both steady state and transient monthly conditions (2004 to 2014).

A portion of the model, containing the Brevard County CDF facility and surrounding areas, will be extracted. The grid spacing of the extracted model will be refined to 20 feet x 20 feet in the vicinity of Cell 2. Available site hydrogeologic reports and results from the geotechnical analysis at Cell 1 as well as the currently proposed geotechnical investigation (by others) will be used to update the hydraulic

conductivities and other hydrogeologic properties of the refined model if necessary. The model will be run for one year representing an average rainfall year with monthly stress periods (12 stress periods).

The model will be used to perform three simulations:

1. Dewatering of Cell 2 and discharge of extracted groundwater to the perimeter ditch;
2. Dewatering of Cell 2 and discharge of extracted groundwater to the perimeter ditch and stormwater pond (existing West Pond); and
3. Dewatering of Cell 2 and discharge of extracted groundwater directly to the existing West Pond.

For each of these simulations, the model will be run for one year representing average rainfall conditions with monthly stress periods (12 stress periods). All these simulations will incorporate the Environmental Cutoff Wall (ECW) and the perimeter hydration ditch around Cell 1. The groundwater model will also be used to determine if an ECW will be necessary around Cell 2 to facilitate dewatering and maintaining an inward groundwater gradient at the existing slurry wall landfill. Particle tracking using MODPATH will be used to evaluate if the dewatering will induce surficial aquifer groundwater flow (and dilute leachate) from the large existing cell to the north and help determine if an ECW is needed.

Subtask 2.3 - Dewatering Plan and Specifications

Results of groundwater modeling will be used to prepare a detailed dewatering plan. The plan will include the following:

- Site hydrogeology;
- Locations and description of vacuum sock dewatering system;
- Capacity of the dewatering system;
- Dewatering rates and volumes;
- Locations of piezometers used to monitor water table elevations at Cell 2;
- Dewatering duration;
- Specifications for ECW, if necessary;
- Specifications of perimeter hydration ditch;
- Discharge methods and routes;
- Locations of receiving waters;
- Turbidity controls;
- Two design drawings showing the dewatering system components (one plan view and one profile view);

- Phasing plan; and
- Decommissioning of the dewatering system

TASK 3 - PERMITTING OF DEWATERING SYSTEM

CONSULTANT will prepare and submit a permit application for an individual CUP (dewatering duration is greater than 180 days) with the St. Johns River Water Management District (SJRWMD). The water table elevations simulated by groundwater modeling will be used to generate drawdown maps by subtracting simulated water table elevations with dewatering from simulated pre-dewatering water table elevations. The drawdown maps will be used to analyze if the dewatering activity at Cell 2 causes potential adverse impacts such as:

- Reductions of well water levels resulting in a reduction of 10% in the ability of an adjacent well to produce water;
- Reductions of water levels in an adjacent surface water body resulting in a significant impairment of the use of water in that water body;
- Saline water intrusion;
- Change in water quality resulting in either impairment or loss of use of a well or water body;
- Land collapse or subsidence caused by a reduction in water levels;
- Damage to crops and other types of vegetation; and
- Harmful hydrologic alterations to natural systems, including wetlands, and other surface waters, that cause an unmitigated adverse impact to such systems.

In addition to a dewatering CUP, a NPDES (National Pollution Discharge Elimination System) Notice of Intent to Use the Generic Permit to Discharge of Ground Water from Dewatering Operations (Pursuant to Section 62-61.300(2), FAC) may also be necessary from FDEP if the groundwater from dewatering activity is discharged to the stormwater pond. Under the Generic NPDES permit, uncontaminated groundwater from a construction-related dewatering activity can be discharged to a surface water body if it meets certain water quality criteria.

All required permit fees are to be paid by the County.

PROJECT AND QUALITY MANAGEMENT

The aforementioned tasks are inclusive of those general functions required to maintain the project on schedule, within budget, and that the quality of the work products defined within this Task Order is consistent with CONSULTANT’s standards and OWNER’s expectations.

CONSULTANT maintains a quality management system (QMS) on all projects. An internal project planning session will be conducted at the start of the project. This action is required by QMS guidelines. This task also includes monthly project status review management meetings, and periodic progress internal team meetings.

CONSULTANT's project manager will prepare and submit monthly written status reports for an anticipated project duration of 1 month.

BASIS FOR ESTIMATE

1. Up to a total of three review and coordination meetings with S2Li and Brevard County.
2. All permit application processing fees are the responsibility of the County.
3. This Task Order does not include potential support for other permits beyond the three permits (FDEP Solid Waste, ERP, CUP) described within the scope of work or other potential work tasks associated with local County permitting, construction permitting, air permits, NPDES construction permit, Florida Department of Transportation (FDOT) related permits modifications to final design drawings, expert witness testimony, other legal services, field monitoring activities, and/or construction bidding drawings/documents. These activities would be additional services to this agreement.
4. It is assumed that the dewatering contractor would obtain the Generic NPDES permit for discharge of groundwater from a dewatering activity to surface waters from FDEP.
5. S2Li will provide available geotechnical and hydrogeologic reports of the CDF to the CONSULTANT.
6. S2Li will provide available historical piezometer water level data at the CDF in electronic format (if available).
7. S2Li will provide available staff gauge readings of the hydration ditch around Cell 1 as well as the stormwater management pond in electronic format (if available).
8. This Task Order does not include the development of any additional plan sheets other than described in this TO. If additional sheets are generated S2Li will generate the sheets with CONSULTANT performing review services.
9. In the event that these basic estimates are exceeded, CONSULTANT will notify S2Li and prepare an amendment to provide services for the additional requirements.
10. Geotechnical engineering, drilling and testing needed in support of the dewatering system design are not included in this scope of work.

DELIVERABLES

CONSULTANT will provide both digital and hard copies of all completed work products generated via this scope of services.

TIME OF COMPLETION/SCHEDULE

These services will be completed within 4 months from Notice-to-Proceed.

COMPENSATION AND PAYMENT

For this proposed Scope of Work, CONSULTANT has estimated a lump sum budget for our work of \$108,485, to be invoiced monthly based on percent complete. Please see the attached table for budgetary details.

CDM Smith Inc.

S2L Incorporated

Eric J. Grotke, P.E., BCEE
Vice President

Omar Smith, P.E.
Vice President

Date

Date

TABLE B-2
Brevard County Central Disposal Facility South
Design and Permitting of Cell 2 Stormwater Management and Dewatering Systems
S2LI TO 17-10

Task #	Description	Project Director/Officer		Project Manager		Senior Project Engineer/Professional		Project Engineer		Draftsperson		Administrative Manager		Totals	
		Eric Grotke/Lee Wiseman		Ben Pernezy		Seenu Anandam		Melanie Moore		Carol Scott		Cheryl Gullotto		Hours	\$
		\$200.00 per hr. Hours	\$	\$166.00 per hr. Hours	\$	\$130.20 per hr. Hours	\$	\$118.00 per hr. Hours	\$	\$108.50 per hr. Hours	\$	\$86.00 per hr. Hours	\$		
Task 1	Drainage and Stormwater Management Design and Permitting	22	\$ 4,400	76	\$ 12,616	0	\$ -	88	\$ 10,384	120	\$ 13,020	12	\$ 1,302	318	\$ 41,722
Sub Task 1.1	Drainage Design Drawings and Specifications	16	\$ 3,200	60	\$ 9,960	0	\$ -	64	\$ 7,552	120	\$ 13,020			260	\$ 33,732
Sub Task 1.2	Permitting Support	6	\$ 1,200	16	\$ 2,656	0	\$ -	24	\$ 2,832		\$ -	12	\$ 1,302	56	\$ 7,990
Task 2	Dewatering System Design	60	\$ 12,000	8	\$ 1,328	212	\$ 27,602	40	\$ 4,720	60	\$ 6,510	20	\$ 2,170	400	\$ 54,330
Sub Task 2.1	Layout and Design of Proposed Dewatering System	12	\$ 2,400	2	\$ 332	48	\$ 6,250			60	\$ 6,510			122	\$ 15,492
Sub Task 2.2	Groundwater Modeling of Dewatering System	32	\$ 6,400	4	\$ 664	140	\$ 18,228							176	\$ 25,292
Sub Task 2.3	Dewatering Plan and Specifications	16	\$ 3,200	2	\$ 332	24	\$ 3,125	40	\$ 4,720		\$ -	20	\$ 2,170	102	\$ 13,547
Task 3	Permitting	20	\$ 4,000	4	\$ 664	24	\$ 3,125	32	\$ 3,776		\$ -	8	\$ 868	88	\$ 12,433
Sub Task 3.1	Consumptive Use Permit	20	\$ 4,000	4	\$ 664	24	\$ 3,125	32	\$ 3,776			8	\$ 868	88	\$ 12,433
	TOTAL	102	\$ 20,400	88	\$ 14,608	236	\$ 30,727	160	\$ 18,880	180	\$ 19,530	40	\$ 4,340	806	\$ 108,485

THE COLINAS GROUP, INC.
HYDROGEOLOGISTS & ENGINEERS

December 2, 2019

Mr. Omar E. Smith, P.E.
S2L, Inc.
531 Versailles Drive, Suite 202
Maitland, FL 32751

Re: Proposal for Professional Services
Hydrogeologic Assistance for FDEP Permit Application
Brevard County Central Class I Landfill – Cell 2
Brevard County, Florida
TCG Proposal No. P-593

Dear Mr. Smith:

The Colinas Group, Inc. (TCG) is pleased to present this proposal to provide hydrogeological consulting services to S2L, inc. (S2Li) in support of permitting activities required by the Florida Department of Environmental Protection (FDEP) for the proposed Brevard County Central Landfill Cell 2 Class I Landfill. This proposal is based on our review of existing landfill permit requirements and the rules presented in Chapter 62-701, Florida Administrative Code (F.A.C.).

SCOPE OF SERVICES

At the request of S2Li we have developed our proposed scope of services into specific Work Tasks, presented below as follows:

TASK 1 **TCG will prepare responses to Part H of the permit application form addressing Hydrogeological Investigation requirements in Rule 62-701.410, F.A.C.**

TASK 2 **TCG will prepare responses to Part L of the permit application form addressing water quality monitoring requirements and proposed changes to the existing monitoring plan to include:**

- a. Modification of the landfill active monitoring plan well array to delete eight (8) existing detection wells along the western margin of the Cell 1 landfill from routine water quality sampling, and;

- b. Modification of the landfill groundwater monitoring well network to include proposed new detection monitoring wells for installation along the northern, western and southern margins of Cell 2, and;
- c. Preparation of an update to the Water Quality Monitoring Plan to identify monitoring wells proposed for deletion and proposed new monitoring wells proposed for installation on an aerial map of the Central Landfill facility. New monitoring wells depths and screened intervals will be identified based on published site data available in existing documents available from the FDEP and reports of prior site investigation available from Brevard County and S2Li, and;
- d. Cost estimates for construction of new monitoring wells and abandonment of eight (8) existing monitoring wells will be provided as part of the update to the landfill's Water Quality Monitoring Plan, and;
- e. Preparation of Technical Specifications for construction of new monitoring wells associated with Cell 2 and abandonment of existing monitoring wells located along the western boundary of adjacent Cell 1.

TASK 3

TCG will prepare a draft of Permit Application Sections H and L and a draft Water Quality Plan Update for review by S2Li and Brevard County. Comments and requested modifications from S2Li and the County will be incorporated as revisions and final documents, suitable for submission to the FDEP, will be prepared and delivered.

TCG will respond to review comments of the application received from the FDEP and make appropriate changes and revisions to Sections H and L of the Permit Application and the Water Quality Plan Update. The final work products will be delivered to S2Li for incorporation with the final permit application.

TASK 4

TCG will review and prepare appropriate responses to one Request for Additional Information (RAI) received from the FDEP after submission and the Department's review of the final permit application.

ESTIMATED PROFESSIONAL FEES

TCG proposes to complete the above Scope of Services on a not-to-exceed fee basis in accordance with the hourly fee schedule identified in Attachment A to this proposal. We will not exceed this fee estimate unless the Scope of Services is increased and approved by S2Li

prior to execution of additional services. Estimated professional labor hours and fees to the complete the work identified in this proposal are presented in Attachment A.

SCHEDULE OF PROJECT COMPLETION

TCG estimates completion of Work Task 1 and Work Task 2 and delivery of draft documents (completed Permit Sections H and L) to S2Li within 45 days of notice to proceed. Time of completion for Work Task 3 will be determined by, and conform to, S2Li's schedule.

We trust our proposal is suitable for your budgeting and contracting needs. If you have any questions or require additional information regarding the Scope of Services for this project, please contact the undersigned at your convenience. We look forward to being of helpful assistance to S2Li in successful completion of this assignment for Brevard County and to the successful conclusion of the permitting process to the benefit of your client.

Very truly yours,
THE COLINAS GROUP, INC.



Richard L. Potts, Jr., P.G.
Principal Consultant
FL P.G. Reg. No.1113

TCG PROPOSAL NO. P-593

ATTACHMENT A

**HYDROGEOLOGICAL SERVICES FOR FDEP PERMIT APPLICATION
BREVARD COUNTY CENTRAL LANDFILL – CELL 2
BREVARD COUNTY, FLORIDA**

ESTIMATED MAN-HOURS BY LABOR CATEGORY

LABOR CATEGORY	TASK 1	TASK 2	TASK 3	TASK 4*	TOTAL HOURS
Project Director/Officer	2	6	4	2	14
Project Manager	6	8	4	4	26
Sr. Hydrogeologist	8	24	16	8	56
Staff Hydrogeologist	16	24	---	16	56
Draftperson/CAD Op.	---	12	---	8	20
Clerk/Word Processor	6	8	4	4	22

* If required

ESTIMATED PROFESSIONAL LABOR FEE

Principal Director	14 Hours @ \$155.00/Hour.....	\$ 2,170.00
Project Manager	26 Hours @ \$140.00/Hour.....	3,640.00
Sr. Hydrogeologist	56 Hours @ \$126.00/Hour.....	7,056.00
Staff Hydrogeologist	56 Hours @ \$100.00/Hour.....	5,600.00
Draftperson/CAD	20 Hours @ \$ 75.00/Hour.....	1,500.00
Clerk/Word Proc.	22 Hours @ \$ 70.00/Hour.....	<u>1,540.00</u>

TOTAL ESTIMATED LABOR FEE \$ 21,506.00



Peavey & Associates

Surveying & Mapping, PA

9399 North Lake Buffum Road Fort Meade, Fl 33841

Phone: 863-738-4960 Email: DebPeavey@peaveysurveying.com

February 12, 2020

Omar E. Smith, P.E., V.P.

S2L, Incorporated

Office: 407-475-9163 • Fax: 407-475-9169 • Mobile: 770-330-1638

Project location: Brevard County - CDF Geotechnical 20 Boring Locations

I am pleased to offer the following proposal for surveying services at the above referenced project location.

1. SCOPE OF SERVICES

The project consists of the following surveying services located at the above location as follows:

- Task One - Pre-Boring: S2Li will provide the x, y coordinates of approximately 20 boring locations throughout a 40-acre area known as Cell 2. Peavey Surveying will need to locate and stake/flag the field locations for the drilling crew.
- Task Two - Post Boring: After the drilling work is completed, the drill crew will stake the actual location of the borings. After notice from S2Li, Peavey Surveying will need to determine the x, y, and z locations. Note: that the vertical datum to use if NAVD88.

2. REQUIREMENTS OF CLIENT

- Receipt of an executed agreement.
- Digital pdf file of the approved plans-all sheets

3. PROFESSIONAL FEES

Compensation for the outlines services will be on a lump sum basis, billed monthly for completion percentages of work in progress, as followed:

Task One:	2,000.00
Task Two:	<u>3,500.00</u>
	TOTAL \$5,500.00

Peavey & Associates

Surveying & Mapping, PA

9399 North Lake Buffum Road Fort Meade, Fl 33841

Phone: 863-738-4960 Email: DebPeavey@peaveysurveying.com

4. ACCEPTANCE OF TERMS

Services requested by the CLIENT not listed in the above scope of work will be provided on a time and material basis in accordance with the "Hourly Rate Schedule" attached hereto as Exhibit "A".

If the proceeding is satisfactory to you, please return a signed copy of this Agreement. Invoicing will occur monthly based upon the percentage or hours of work completed.

Sincerely,



Deborah L. Peavey, PSM

Agreed to and accepted by: _____

Owner or Owner's Authorized Agent Date

Task Five:

6,250.00

EXHIBIT A - HOURLY RATE SCHEDULE

Senior Project Surveyor	125
Survey Crew	125

EXHIBIT 1

Brevard County, CDF - South Landfill
 Task Order 17-10 - Design and Permitting of the Class I South Landfill Cell 2
 20-874
 3/2/2020

Client	Project Name	SZLI Project Number	Date of Estimate	Project Director/Officer	Project Manager	Senior Project Engineer/Professional	Project Engineer/Professional Scientist	Staff Engineer/Professional	Senior Technician	Project Technician/AutoCAD	Draftsperson	Resident Const. Rep.	Field Technician	Adm. Manager	Admin. Assistant/Clerical	Allowable Expenses	Subtotal
Task/Subtask	Labor Rate	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Task 1 - Project Kick-Off Meeting & Preliminary Planning		38	0	9	36	4	0	0	0	0	0	0	0	6	0	0	14,385.00
1.1 Quality Control Plan		6	0	1	12	4	0	0	0	0	0	0	0	2	0	0	3,393.00
1.2 Kick-Off Meeting and Planning		32	0	8	24	0	0	0	0	0	0	0	0	4	0	0	10,992.00
Task 2 - Aerial Topographical Survey		4	0	1	12	0	0	0	0	0	0	0	0	2	0	0	2,565.00
Task 3 - Geotechnical Investigation for Cell 2		58	0	40	48	16	0	0	0	0	0	0	0	5	0	0	26,486.00
3.1 Subsurface Investigation and Foundation Analysis		42	0	24	24	12	0	0	0	0	0	0	0	3	0	0	17,022.00
3.2 Interface and Sideslope Geotechnical Analysis		16	0	16	24	4	0	0	0	0	0	0	0	2	0	0	9,464.00
Task 4 - Design Phase Services		292	0	306	652	276	0	0	0	72	0	0	0	34	0	0	228,506.00
4.1 Design Drawings		48	0	96	192	80	0	0	0	48	0	0	0	0	0	0	62,176.00
4.2 Liner System Design		24	0	16	60	30	0	0	0	20	0	0	0	0	0	0	19,742.00
4.3 Pump Station and Force Main Design		40	0	8	24	4	0	0	0	4	0	0	0	0	0	0	13,040.00
4.4 Construction Quality Assurance (CQA) Plan		12	0	24	40	16	0	0	0	0	0	0	0	8	0	0	13,768.00
4.5 Engineering Calculations		56	0	68	176	70	0	0	0	0	0	0	0	8	0	0	52,182.00
4.6 Design Memorandum		12	0	16	24	12	0	0	0	0	0	0	0	0	0	0	9,348.00
4.7 Cell 2 Dewatering Plan		40	0	16	24	8	0	0	0	0	0	0	0	2	0	0	14,520.00
4.8 Stormwater Design for Construction		24	0	16	8	8	0	0	0	0	0	0	0	0	0	0	9,604.00
4.9 Technical Specifications		24	0	30	80	24	0	0	0	0	0	0	0	8	0	0	22,806.00
4.10 Engineer's Construction Cost Estimate		12	0	16	24	24	0	0	0	0	0	0	0	8	0	0	11,320.00
Task 5 - Permitting Phase Services		214	0	136	324	226	0	0	0	24	0	0	0	66	0	0	137,146.00
5.1 Solid Waste Filling Sequence Plan		16	0	12	60	40	0	0	0	0	0	0	0	0	0	0	16,684.00
5.2 Cell 1 and 2 Conceptual Closure Drawings		16	0	8	40	40	0	0	0	0	0	0	0	2	0	0	13,788.00
5.3 Updated Landfill Operation Plan		12	0	4	16	4	0	0	0	0	0	0	0	8	0	0	6,112.00
5.4 Updated Water Quality Monitoring Plan		20	0	4	16	4	0	0	0	0	0	0	0	2	0	0	7,196.00
5.5 Financial Assurance Report		16	0	4	16	4	0	0	0	0	0	0	0	4	0	0	6,568.00
5.6 Permitting of Dewatering System		24	0	16	8	2	0	0	0	0	0	0	0	2	0	0	8,962.00
5.7 Solid Waste Construction & Operating Permit App		62	0	52	104	84	0	0	0	0	0	0	0	16	0	0	44,240.00
5.8 Submittal of Draft Permit Application to County		8	0	4	16	4	0	0	0	0	0	0	0	8	0	0	5,312.00
5.9 Submittal of Permit Application to FDEP		16	0	8	8	4	0	0	0	0	0	0	0	8	0	0	6,676.00
5.10 Response to Requests for Additional Information		24	0	24	40	40	0	0	0	24	0	0	0	16	0	0	21,608.00
SZLI Fee Estimate (subtotal)																	\$ 409,088.00
Subconsultants and Professional Services																	
Aerial - DroneView (Options 1 & 2)		\$	6,750.00														
Geotechnical Investigation - Antilian		\$	99,542.00														
Geotechnical Engineering - Ardman		\$	28,000.00														
Pump Station and FM Design - PRW Group		\$	33,875.10														
Stormwater Design and Permitting - CDM-Smith		\$	41,722.00														
Dewatering Design and Permitting - CDM-Smith		\$	66,763.00														
Water Quality Monitoring Plan - The Collins Group		\$	21,506.00														
Survey for Borings - Penney Surveying		\$	5,500.00														
Subconsultants Fee Estimates (see attached) (subtotal)																	\$ 303,658.10
TOTAL CONTRACT VALUE Task Order 17-10																	\$ 712,746.10

PROJECT SCHEDULE
SZLI Task Order 17-10
Design and Permitting of the
Class 1 South Landfill Cell 2

ID	Task Name	Duration	Start	Finish
1	Notice to Proceed	1 day	Wed 4/15/20	Wed 4/15/20
2	Task 1 - Kick-Off Meeting and Preliminary Planning	35 days	Thu 4/16/20	Wed 6/3/20
3	Subtask 1.1 – Project Quality Control Document	10 days	Thu 5/7/20	Wed 5/20/20
4	Preliminary Planning for Kick-Off Meeting	34 days	Thu 4/16/20	Tue 6/2/20
5	Subtask 1.2 – Project Kick-Off Meeting	1 day	Wed 6/3/20	Wed 6/3/20
6	Task 2 - Aerial Topographic Survey	24 days	Thu 4/23/20	Tue 5/26/20
7	Task 3 - Geotechnical	137 days	Mon 4/27/20	Tue 11/3/20
8	Subtask 3.1 – Subsurface Investigation and Foundation Analysis	108 days	Mon 4/27/20	Wed 9/23/20
9	SZLI to Provide Preliminary Cell Layout, Design Loads on Cell and Piping	20 days	Mon 4/27/20	Fri 5/22/20
10	Boring Layout	10 days	Thu 6/4/20	Wed 6/17/20
11	Survey - Boring Locations	5 days	Thu 6/18/20	Wed 6/24/20
12	Field Drilling	20 days	Thu 6/25/20	Wed 7/22/20
13	Survey - Boring Locations and Elevations	5 days	Thu 7/23/20	Wed 7/29/20
14	Foundation Analysis and Geotechnical Report	45 days	Thu 7/23/20	Wed 9/23/20
15	Subtask 3.2 – Interface and Sideslope Geotechnical Analysis	24 days	Thu 10/1/20	Tue 11/3/20
16	Task 4 - Design Phase Services	371 days	Thu 6/4/20	Thu 11/4/21
17	Subtask 4.1 – Design Drawings	150 days	Thu 6/11/20	Wed 1/6/21
18	Subtask 4.2 – Liner System Design (Including Cell 2 Layout)	150 days	Thu 6/11/20	Wed 1/6/21
19	Subtask 4.3 – Pump Station and Force Main Design	145 days	Thu 6/11/20	Wed 12/30/20
20	Subtask 4.4 – Construction Quality Assurance (CQA) Plan	24 days	Thu 10/22/20	Tue 11/24/20
21	Subtask 4.5 – Engineering Calculations	48 days	Thu 6/11/20	Mon 8/17/20
22	Subtask 4.6 – Design Basis Memorandum	24 days	Thu 12/31/20	Tue 2/2/21
23	Subtask 4.7 – Cell 2 Dewatering Plan	100 days	Thu 10/1/20	Wed 2/17/21
24	Subtask 4.8 – Stormwater Design for Construction	100 days	Thu 6/4/20	Wed 10/21/20
25	Subtask 4.9 – Technical Specifications	46 days	Wed 12/16/20	Wed 2/17/21
26	Subtask 4.10 – Engineer's Construction Cost Estimate	23 days	Thu 2/18/21	Mon 3/22/21
27	Drawing Changes Due to Permit Conditions	30 days	Sun 9/26/21	Thu 11/4/21
28	Task 5 - Permitting Phase Services	344 days	Wed 8/19/20	Mon 12/13/21
29	Subtask 5.1 – Solid Waste Filling Sequence Plan	46 days	Wed 1/27/21	Wed 3/31/21
30	Subtask 5.2 – Cell 1 and 2 Conceptual Closure Drawings	46 days	Wed 8/19/20	Wed 10/21/20
31	Subtask 5.3 – Updated Landfill Operation Plan	23 days	Mon 4/5/21	Wed 5/5/21
32	Subtask 5.4 – Updated Water Quality Monitoring Plan	50 days	Thu 10/29/20	Wed 1/6/21
33	Subtask 5.5 – Financial Assurance Report	23 days	Mon 4/5/21	Wed 5/5/21
34	Subtask 5.6 – Permitting of Dewatering System	90 days	Thu 2/18/21	Wed 6/23/21
35	Subtask 5.7 – Solid Waste Construction & Operating Permit Application	72 days	Thu 2/18/21	Fri 5/28/21
36	Subtask 5.8 – Submittal of Draft Permit Application to COUNTY	23 days	Mon 5/31/21	Wed 6/30/21
37	Subtask 5.9 – Submittal of Permit Application to FDEP	46 days	Thu 7/1/21	Thu 9/2/21
38	Subtask 5.10 – Response to Requests for Additional Information	72 days	Fri 9/3/21	Mon 12/13/21

September 12/15 | February 2/2 | May 21 | September 12/15 | December 12/15 | March 21 | July 1 | October 11 | Ja

