

SECOND AMENDMENT TO THE AGREEMENT

In accordance with the Silver Springs Shores Phase I Septic to Sewer Project Agreement entered into on September 20, 2022, and all of its amendments (if any), collectively (the “Agreement”) this Second Amendment to the Agreement (this “Amendment”) is made and entered into by and between **Quality Enterprises USA, Inc.**, whose address is 3494 Shearwater St., Naples, FL 34117; possessing FEIN **54-0947002**, (hereinafter referred to as "FIRM") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as “COUNTY”).

WITNESSETH

WHEREAS the Agreement contemplates a progression of tasks for completion of the Project (defined below) and this Amendment serves to memorialize the parties’ agreement regarding Task 2 – Construction.

IN consideration of the mutual covenants and conditions contained herein, COUNTY and Contractor (singularly referred to as “Party”, collectively “Parties”) hereto agree as follows:

1. This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 22P-118, (the “Project”). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. This Amendment adds Task 2 - Construction, to the Agreement, effective upon Board approval. All Work shall be complete within 761 calendar days from the date set forth on the Notice to Proceed with an additional 122 calendar days allowed to achieve final completion (the "Term").
3. FIRM's services and performance will be in accordance with Exhibit A, Construction Proposal, hereto (the “Work”).
4. The total cost for the Work under Task 2 will not exceed Twenty-Six Million Six Hundred Fifty Thousand Dollars (\$26,650,000), (the “Agreement Price”), and COUNTY shall make payment under COUNTY’s established procedure and according to Exhibit A, Construction Proposal, hereto.
5. The Parties agree that liquidated damages related to service connections shall not apply after the completion of month twenty-seven (27) and ending before the completion of month twenty-nine (29) from the date set forth on the Notice to Proceed. During this suspension period, any occurrences or events that would typically incur liquidated damages for service connections shall not be counted or accrue against the Parties.
6. Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery.

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If FIRM agrees to accept all notices solely by e-mail and

acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: lgaudio@geusa.com and mcohen@geusa.com. Designation signifies FIRM's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

**MARION COUNTY, A POLITICAL
SUB-DIVISION OF THE STATE OF
FLORIDA**

ATTEST:

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

MICHELLE STONE DATE
CHAIR

**FOR USE AND RELIANCE OF MARION
COUNTY ONLY, APPROVED AS TO
FORM AND LEGAL SUFFICIENCY**

BCC APPROVED:
22P-118-CA-01 Silver Springs Shores Phase I
Septic to Sewer Project – Task 2, Construction

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

QUALITY ENTERPRISES USA, INC.

SIGNATURE

PRINTED NAME

BY: DATE

PRINTED:

ITS: (TITLE)

WITNESS:

SIGNATURE

PRINTED NAME

**EXHIBIT A
CONSTRUCTION PROPOSAL**

**QUALITY ENTERPRISES USA, INC.
SILVER SPRINGS PHASE I**

CONSTRUCTION

NTP for August 1, 2024. Substantial - 25 months, Final 27 months (No LDs until 27mo/29 mo to final - doesn't include time for completing water hook ups by 29 mo)

QE INDIRECT COSTS

Item	QTY	Duration	U/M	Unit Cost	Total
Admin Assistant/EEO	1.00	196	DAYS	\$ 360.00	\$ 70,560.00
Asst PM	1.00	8	MO	\$ 8,400.00	\$ 67,200.00
Laborer for Cleanup/Misc	1.00	0	MH	\$ 39.20	\$ -
Bond	1.00	1	LS	\$ 495,000.00	\$ 495,000.00
Cell Phone, Superintendent	1.00	26	MO	\$ 120.00	\$ 3,120.00
Insurance	1.00	1	LS	\$ 467,503.67	\$ 467,503.67
Land Rental, Trailer	1.00	0	MO	\$ -	\$ -
Laptop, Superintendent	1.00	26	MO	\$ 180.00	\$ 4,680.00
Large Trailer Office	1.00	0	MO	\$ -	\$ -
Office Trailer Utilities	1.00	0	MO	\$ -	\$ -
Port - A - John	1.00	26	MO	\$ 550.00	\$ 14,300.00
Project Sign	1.00	1	LS	\$ 1,800.00	\$ 1,800.00
Safety Items	1.00	9	MO	\$ 600.00	\$ 5,400.00
Safety Manager	1.00	7	MO	\$ 8,400.00	\$ 58,800.00
Security Monitoring of Yard	1.00	26	MO	\$ 250.00	\$ 6,500.00
Housing, Superintendent	1.00	26	MO	\$ 2,000.00	\$ 52,000.00
Per Diem, Superintendent	1.00	572	DAYS	\$ 50.00	\$ 28,600.00
Temp Fence, Yard	1.00	0	LS	\$ -	\$ -
Office Trailer Cleaning	1.00	0	MO	\$ -	\$ -
Officer Trailer Admin Items	1.00	0	MO	\$ -	\$ -
Trailer Set-up	1.00	0	LS	\$ 12,000.00	\$ -
Project Manager Truck	1.00	100	DAYS	\$ 85.00	\$ 8,500.00
PM Travel cost to project	1.00	100	DAYS	\$ 500.00	\$ 50,000.00
PM Per Diem	1.00	100	DAYS	\$ 72.00	\$ 7,200.00
Superintendent Truck	1.00	26	MO	\$ 2,520.00	\$ 65,520.00
Corp Officer	1.00	5	MO	\$ 30,000.00	\$ 150,000.00
Project Manager	1.00	12	MO	\$ 24,393.60	\$ 292,723.20
Project Superintendent	1.00	26	MO	\$ 21,344.40	\$ 554,954.40
QE INDIRECT COSTS SUBTOTAL					\$ 2,404,361.27

SUBCONTRACTORS

Item	Subcontractor	Subcontractor Cost	QE Mark Up	Total
Construction Administration	Grady Minor	\$ 153,090.00	7.50%	\$ 164,571.75
Project Construction (Incl Septic Tank Abandonment and sewer connection)	CIC	\$ 19,908,353.00	7.50%	\$ 21,401,479.48
Water Service Hook up (no well abandonment, county supplies backflow)	CIC	\$ 822,000.00	7.50%	\$ 883,650.00
Electrical for Lift Station (Estimate from Duke)	Duke Energy	\$ 7,500.00	7.50%	\$ 8,062.50
SUBCONTRACTOR SUBTOTAL				\$ 22,457,763.73

CONSTRUCTION SUBTOTAL \$ 24,862,125.00

CONTINGENCY

5% Contingency for Unknowns				\$ 1,000,000.00
CONTINGENCY SUBTOTAL				\$ 1,000,000.00
CONSTRUCTION TOTAL				\$ 25,862,125.00

ALLOWANCES

ITEM	QTY	Subcontractor	U/M	Unit Cost	Total
QE Monthly Fees	0.00		MO	\$ 120,000.00	\$ -
Gopher Tortoise Re-survey/Relocation**	1.00	Passarella	LS	\$ 50,000.00	\$ 50,000.00
Public Information	1.00	Cella Molnar	LS	\$ 50,000.00	\$ 50,000.00
Capacity Charges	125.00	Marion County	EA	\$ 5,503.00	\$ 687,875.00
ALLOWANCES SUBTOTAL					\$ 787,875.00

GRAND TOTAL \$ 26,650,000.00



Civil Engineers ■ Land Surveyors ■ Planners ■ Landscape Architects

May 10, 2024

Mr. Louis J. Gaudio
Vice President
Quality Enterprises USA, Inc.
3494 Shearwater Street
Naples, FL 34117

**RE: Proposal for Professional Services – Construction Administration
Silver Springs Shores Phase I Septic to Sewer Design Build**

Dear Mr. Gaudio:

Q. Grady Minor & Associates, P.A. (GradyMinor) is pleased to provide Quality Enterprises (QE) this proposal for the construction administration services for water and wastewater system improvements associated with the Marion County Silver Springs Shores Phase I Design-Build Project (Project). The Project encompasses 192 acres within the Silver Springs Shores neighborhood and is comprised of 455 lots, of which 212 are occupied and have existing septic tanks and potable water wells. GradyMinor provided the preliminary engineering, engineering, and permitting, services for the expansion of Marion County's (County) water and wastewater system.

We propose the following Scope of Services for the first year of project:

Task No. 1 - Construction Contract Administration Services:

- Attend virtually one pre-construction meeting with the County, Contractor(s), Public Information Officer (PIO), and CEI team.
- Coordination with the County, Contractor(s), and Inspectors.
- Review Contractor submitted Shop Drawings.
- Attend construction meetings (virtual), prepare agendas, and meeting notes. Total of 25 meetings.
- Provide clarification of plans and construction documents.
- Respond to requests for additional information from the Contractor.
- Provide Permit Certifications (FDEP) (five (5) clearances).
 - Marion County will witness all testing and provide GM signed testing results.
- Prepare record drawings based on County Inspector redline mark-ups, Contractor's redline mark-ups and Contractor provided record survey.

We propose to complete these tasks within 750 days from the issuance of a notice-to-proceed from the QE; in accordance with the following fee schedule:

Q. Grady Minor & Associates, P.A.
3800 Via Del Rey
Bonita Springs, FL 34134

Ph. 239-947-1144 Fax. 239-947-0375
www.gradymenor.com

TASK	DESCRIPTION	BUDGET	FEE & TYPE
1.0	Construction Contract Administration Services	\$151,090.00	Lump Sum
2.0	Reimbursable Expenses	\$2,000	Time & Material
	TOTAL	\$153,090.00	

This Proposal only includes those items specifically identified above and does not include surveying, environmental assessments/permitting, utility locates, geotechnical engineering, as-built surveying services, or full-time construction inspection.

Invoices will be issued monthly.

To accept this Proposal and the attached General Conditions, please sign and return one copy to our office.

This Proposal is void if not executed and returned to us within sixty days of its date.

Very truly yours,

Justin Frederiksen, P.E.
Vice President



This Proposal and the Attached General Conditions Accepted.

By: N/A
Authorized Signature
Printed Name
Date

GradyMinor Proposal for Professional Engineering Services

SILVER SPRINGS SHORES SEPTIC TO SEWER PHASE I CONSTRUCTION ADMINISTRATION
MARION COUNTY

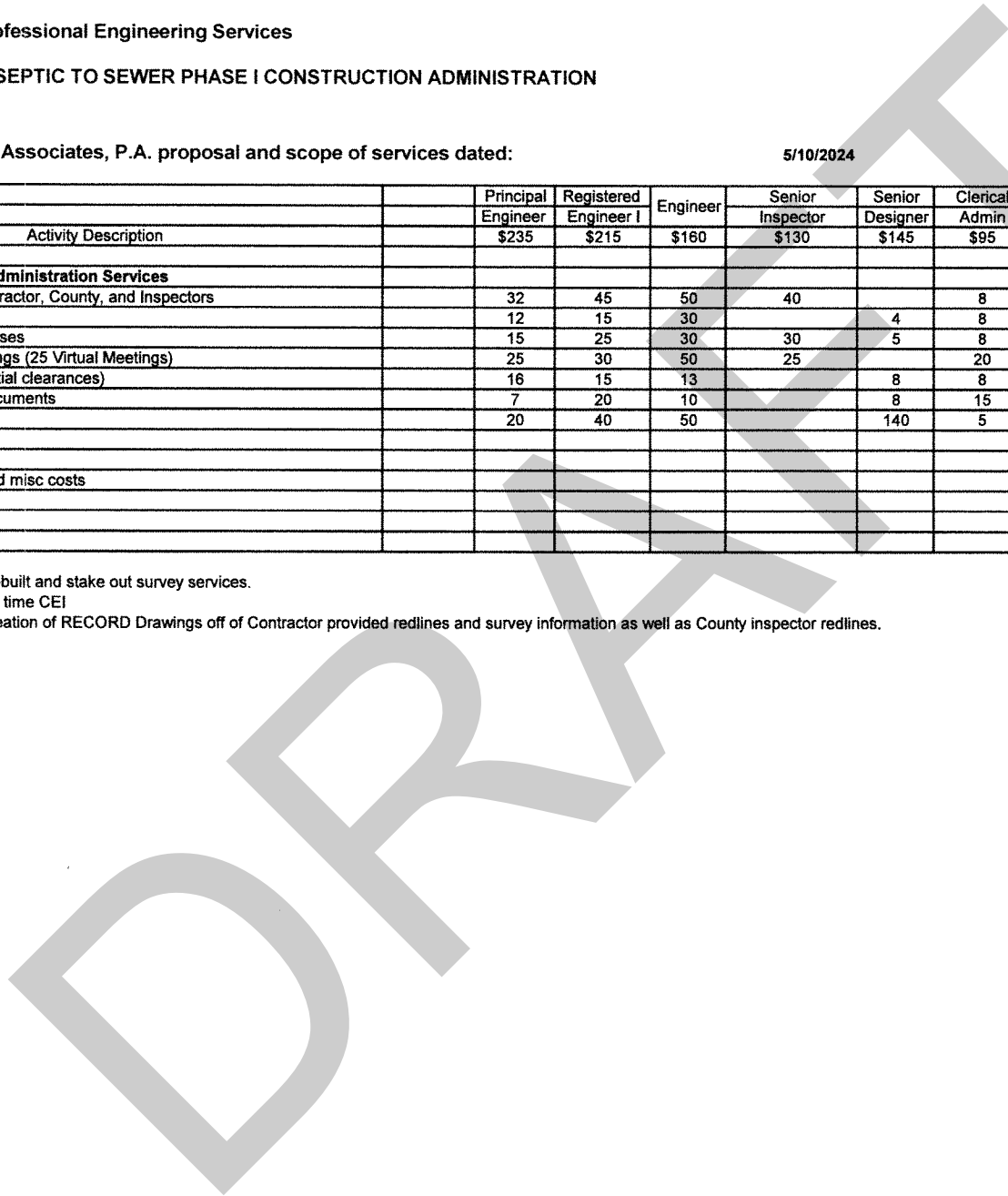
Refer to Q. Grady Minor and Associates, P.A. proposal and scope of services dated:

5/10/2024

Task	Activity Description	Principal Engineer	Registered Engineer I	Engineer	Senior Inspector	Senior Designer	Clerical Admin	Total Hours	TOTAL COST	
TASK 1	Construction Contract Administration Services									
	Coordination with the Contractor, County, and Inspectors	32	45	50	40		8	175	\$31,155.00	
	Shop Drawing review	12	15	30		4	8	69	\$12,185.00	
	Contractor RFI and responses	15	25	30	30	5	8	113	\$19,085.00	
	Construction Status meetings (25 Virtual Meetings)	25	30	50	25		20	150	\$25,475.00	
	FDEP Certifications (5 partial clearances)	16	15	13		8	8	60	\$10,985.00	
	Construction close-out Documents	7	20	10		8	15	60	\$10,130.00	
	Record Drawings	20	40	50		140	5	255	\$42,075.00	
								Subtotal Task 1:	\$151,090.00	
TASK 2	Reimbursable Expenses									
a	Reproduction, shipping and misc costs								Subtotal Task 2:	\$2,000.00
								TOTAL:	\$153,090.00	

Notes:

- 1 This proposal excludes as-built and stake out survey services.
- 2 This proposal excludes full time CEI
- 3 This proposal assumed creation of RECORD Drawings off of Contractor provided redlines and survey information as well as County inspector redlines.





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2024
HOURLY RATE SCHEDULE
FOR PROFESSIONAL SERVICES

PRINCIPAL ENGINEER:	\$235
PRINCIPAL PLANNER:	\$235
PRINCIPAL SURVEYOR:	\$210
REGISTERED ENGINEER I:	\$215
REGISTERED ENGINEER II:	\$180
REGISTERED LANDSCAPE ARCHITECT:	\$175
REGISTERED SURVEYOR:	\$170
ENGINEER:	\$160
SENIOR PLANNING TECHNICIAN:	\$145
SENIOR ENGINEERING TECHNICIAN:	\$145
SENIOR SURVEYING TECHNICIAN:	\$145
SENIOR GIS TECHNICIAN:	\$160
ENGINEERING TECHNICIAN:	\$135
LANDSCAPE DESIGN TECHNICIAN:	\$135
SURVEY TECHNICIAN I:	\$125
SURVEY TECHNICIAN II:	\$115
CONSTRUCTION PROJECT MANAGER:	\$145
FIELD ENGINEER:	\$115
SENIOR INSPECTOR:	\$130
INSPECTOR:	\$105
PROJECT ADMINISTRATOR:	\$95
ADMINISTRATIVE ASSISTANT:	\$80
SURVEY FIELD CREW (3 MAN):	\$215
SURVEY FIELD CREW (2 MAN) & ROBOTIC:	\$185
DRONE & LICENSED PILOT	\$275
CATAMARAN & SONAR	\$250
BLACKLINES:	\$2.00/each
COLOR PLOT ON FOAMCORE	\$50/each
MILEAGE:	\$0.66/mile
LATH:	\$60/bundle (50)
STAKES:	\$30/bundle (25)

Subconsultant Charges: Cost + 15%
Other incidental expenses: Actual Cost + 10%
Expert witness at 200% of schedule fees
Any State of Florida services tax will be added to our fees

Q. Grady Minor and Associates, LLC
3800 Via Del Rey
Bonita Springs, FL 34134

Ph. 239-947-1144 • Fax. 239-947-0375
EB 0005151 • LB 0005151 • LC 26000266
www.gradymenor.com



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GENERAL CONDITIONS

Invoices will be issued the first or second week of each month, payable upon receipt, unless otherwise agreed.

Any government imposed taxes or fees shall be added to our fees for services under this Proposal (agreement).

We reserve the right to renegotiate fees on an annual basis to reflect changes in price indices and pay scales applicable to the period when services are, in fact, being rendered.

All reports, drawings, specifications, field data, notes and other documents, including all documents on electronic media, prepared as instruments of service shall remain the property of Q. Grady Minor and Associates, LLC

Services related to asbestos, hazardous or toxic materials are excluded. Client shall provide a site that complies with applicable laws and regulations.

Client shall pay all project permit and application fees including but not limited to plan review, platting, permits, impact fees, etc.

A late charge of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days. Payment thereafter to be applied first to accrued late charges and then to the principal unpaid amount. The Client shall be liable for all attorney's fees and costs incurred by Q. Grady Minor and Associates, LLC incident to collection of any indebtedness.

Client's failure to make payment to us within 30 days shall constitute a material breach of this Proposal and shall be cause for termination by Q. Grady Minor and Associates, LLC

Neither Q. Grady Minor and Associates, LLC, nor its consultants, agents or employees shall be jointly, severally or individually liable to the Client in excess of the compensation to be paid pursuant to this agreement or One Hundred Twenty-Five Thousand dollars (\$125,000), whichever is greater, due to any claim arising out of or relating to the performance of professional services under this agreement.

In the event the Client makes a claim against Q. Grady Minor and Associates, LLC at law or otherwise, for any alleged error, omission or other act arising out of the performance of our professional services, and the Client fails to prove such claim, then the Client shall pay all costs, including staff time, court costs, related expenses and attorney's fees incurred by us in defending ourselves against the claim.

The only warranty or guarantee made by Q. Grady Minor and Associates, LLC in connection with the services performed hereunder is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality.

Commercial Industrial Corp.

SSS Septic to Sewer Phase 1					
				Unit Price	Total Price
1.021	MOBILIZATION/DEMOLITION	LS	1	\$1,950,000.00	\$1,950,000.00
4.013	4" PVC C900 DR18 PVC	LF	2,814	\$39.00	\$109,746.00
4.014	6" PVC C900 DR18 PVC	LF	14,800	\$48.00	\$710,400.00
4.015	8" PVC C900 DR18 PVC	LF	17,152	\$62.00	\$1,063,424.00
4.016	10" PVC C900 DR18 PVC	LF	3,723	\$80.00	\$297,840.00
4.227	4" MJ GATE VALVE	EA	9	\$2,703.00	\$24,327.00
4.228	6" MJ GATE VALVE	EA	48	\$3,057.00	\$146,736.00
4.229	8" MJ GATE VALVE	EA	23	\$3,798.00	\$87,354.00
4.23	10" MJ GATE VALVE	EA	4	\$5,873.00	\$23,492.00
4.702	FIRE HYDRANT ASSEMBLY	EA	37	\$10,335.00	\$382,385.00
4.802	SINGLE WATER SERVICE - SHORT	EA	51	\$726.00	\$37,026.00
4.804	DOUBLE WATER SERVICE - SHORT	EA	87	\$1,156.00	\$100,572.00
4.803	SINGLE WATER SERVICE - LONG	EA	21	\$1,312.00	\$27,552.00
4.805	DOUBLE WATER SERVICE - LONG	EA	117	\$1,650.00	\$193,050.00
4.822	WATER METER, METER BOX, AND BACKFLOW DEVICE [OCCUPIED PROPERTY]	EA	274	\$1,215.00	\$332,910.00
4.822	WATER METER BOX [UNOCCUPIED PROPERTY]	EA	197	\$231.00	\$45,507.00
4.408	CONNECT TO EXISTING WM BAHIA RD 8" WM (HOT-TAP)	EA	1	\$11,155.00	\$11,155.00
4.408	CONNECT TO EXISTING WM BAHIA CT TRAK 8" WM	EA	1	\$2,060.00	\$2,060.00
4.408	CONNECT TO EXISTING WM SPRING LN 4"	EA	1	\$1,699.00	\$1,699.00
4.408	CONNECT TO EXISTING WM SPRING RD 2" WM	EA	1	\$1,555.00	\$1,555.00
4.408	CONNECT TO EXISTING WM SPRING RD 4" WM	EA	1	\$1,663.00	\$1,663.00
4.408	CONNECT TO EXISTING WM SPRING RD 6" WM	EA	1	\$1,520.00	\$1,520.00
4.408	CONNECT TO EXISTING WM SPRING RD 8" WM	EA	1	\$1,880.00	\$1,880.00
4.408	CONNECT TO EXISTING WM PINE RD 10" WM	EA	1	\$2,075.00	\$2,075.00
4.408	CONNECT TO EXISTING WM WATER RD 6" WM	EA	1	\$2,323.00	\$2,323.00
4.408	CONNECT TO EXISTING WM EMERALD RD 8" WM (HOT-TAP)	EA	1	\$11,600.00	\$11,600.00
4.74	WATER AIR RELEASE VALVE	EA	11	\$5,007.00	\$55,077.00
5.213	6" FORCEMAIN	LF	5,100	\$51.00	\$260,100.00
5.22	CONNECT TO EXISTING 16" FORCE MAIN (HOT-TAP)	EA	1	\$15,500.00	\$15,500.00
5.264	6" PLUG VALVE	EA	5	\$5,780.00	\$28,900.00
5.29	AIR RELEASE VALVE	EA	3	\$30,917.00	\$92,751.00
5.021	8" GRAVITY SEWER	LF	27,060	\$86.00	\$2,327,160.00
5.022	CONNECT TO EXISTING GRAVITY SEWER	EA	6	\$2,000.00	\$12,000.00
5.111	PRECAST CONCRETE DOGHOUSE MANHOLES	EA	3	\$3,420.00	\$10,260.00
5.11	PRECAST CONCRETE MANHOLES	EA	113	\$7,736.00	\$874,168.00
5.085	SINGLE SANITARY SERVICE	EA	63	\$1,000.00	\$63,000.00
5.088	DOUBLE SANITARY SERVICE	EA	206	\$1,752.00	\$360,912.00
FIN06	BONDS	LS	1	\$200,000.00	\$200,000.00
1.6	INDEMNIFICATION	LS	1	\$29.00	\$29.00
2.051	SEPTIC TANK ABANDONMENT	EA	274	\$7,087.48	\$1,941,969.52
5.951	LIFT STATION	EA	1	\$550,000.00	\$550,000.00
6.035	MILLAND RESURFACE ASPHALT PAVING	SY	8,563	\$44.00	\$376,772.00
6.035	ROADWAY RESTORATION - SUBDIVISION	SY	66,196	\$55.49	\$3,673,216.04
8.3	REMOVE AND REPLACE CONCRETE DRIVEWAYS	SY	8,000	\$81.00	\$648,000.00
6.534	THERMOPLASTIC MARKINGS - SUBDIVISION	LS	1	\$50,484.44	\$50,484.44
1.615	MAINTENANCE OF TRAFFIC	LS	1	\$878,590.00	\$878,590.00
2.071	EROSION CONTROL	LS	1	\$245,350.00	\$245,350.00
7.121	GRASSING IN ROW	SY	100,000	\$4.00	\$400,000.00
3.303	REMOVE AND REPLACE 18" CMP AND MES	LF	4,000	\$132.00	\$528,000.00
6.404	REMOVE AND REPLACE MAILBOXES	EA	274	\$145.00	\$39,730.00
6.035	MILLAND RESURFACE SPRING ROAD	SY	18,020	\$11.00	\$198,220.00
8.15	CONCRETE APRON - SPRING ROAD	SY	178	\$73.00	\$12,994.00
7.121	SOD - SPRING ROAD - INC LIMEROCK	SY	5,600	\$8.00	\$44,800.00
3.304	24" CMP EXTENSIONS- SPRING ROAD	LF	24	\$515.00	\$12,360.00
5.121	ADJUST MANHOLE GRADE RINGS- SPRING ROAD	EA	3	\$1,383.00	\$4,149.00
6.035	OVERBUILD - SPRING ROAD SP 12.5 TRAFFIC C - SPRING ROAD	TN	2,000	\$217.00	\$434,000.00
	Water services from meter to house	EA	274	\$3,000.00	\$822,000.00
	Grand Total				\$ 20,730,353.00
	The VE for the road way is reclamation instead of base in the areas we do not disturb existing.				

PROFESSIONAL SERVICES AGREEMENT

SECTION 1 – GENERAL

THIS IS AN AGREEMENT made as of N/A, 2024, between **Quality Enterprises USA, Inc.** (“CLIENT”) and **Passarella & Associates, Inc.** (“CONSULTANT”).

This Agreement is for Silver Springs Phase I (“Project”) located in Section 17, Township 16 South, Range 23 East, Marion County, Florida.

CLIENT and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance or furnishing of professional ecological services (“Services”) by CONSULTANT with respect to the Project and the payment for those services by CLIENT as set forth below.

CLIENT and CONSULTANT each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of CLIENT and CONSULTANT are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

SECTION 2 – SCOPE OF SERVICES

Execution of this Agreement by CONSULTANT and CLIENT constitutes CLIENT’S written authorization to CONSULTANT to proceed on the date first above written with the Services described in Exhibit A, (“Scope of Services”) and in the other exhibits listed below. This Agreement will become effective on the date first above written.

SECTION 3 – COMPENSATION

For services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit A entitled “Scope of Services,” the CLIENT shall compensate the CONSULTANT as provided in Exhibit B.

For Reimbursable Expenses, in addition to payments provided for CONSULTANT and CONSULTANT’S Sub-Consultants, CLIENT shall pay CONSULTANT for reimbursable expenses incurred by CONSULTANT as set forth in Exhibit B.

Invoices for CONSULTANT’S services, Sub-Consultants, and Reimbursable Expenses will be prepared in accordance with CONSULTANT’S standard invoicing practices and will be submitted to CLIENT by CONSULTANT at least monthly. The amount billed for these services will be calculated on the basis set forth in Exhibit B. Invoices are due and payable on receipt.

If CLIENT fails to make any payment due to CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT’S invoice, CONSULTANT may, after giving seven day’S written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

If either the CLIENT or CONSULTANT terminates this Agreement, CONSULTANT will be paid for all services performed or furnished in accordance with this Agreement by CONSULTANT through the date of termination on the basis specified in Exhibit B including any costs reasonably incurred by CONSULTANT that are directly attributable to the termination. CONSULTANT will be paid for the

charges of CONSULTANT's Sub-Consultants employed to perform or furnish services to the extent such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. CONSULTANT also will be paid for all unpaid Reimbursable Expenses.

SECTION 4 – STANDARD OF PERFORMANCE

The standard of care for all professional consulting and related services furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, expressed or implied, under this Agreement or otherwise, in conjunction with CONSULTANT's services.

SECTION 5 – LIMITATION OF LIABILITY

CONSULTANT's total liability to CLIENT for any loss or damage, including but not limited to special and consequential damages arising out of or in conjunction with the performance of services or any other cause, including CONSULTANT's professional negligent acts, errors, or omissions, shall not exceed the CONSULTANT's compensation, and CLIENT hereby releases and holds harmless CONSULTANT from any liability above such amount.

SECTION 6 – COUNTERPARTS

This Agreement may be executed in counterparts, each of which may be an original, but all of which together shall constitute one and the same agreement. Any counterpart may be delivered by facsimile transmission or by electronic communication in portable document format (.pdf) and the Parties agree that their electronically transmitted signatures shall have the same effect as manually transmitted signatures.

SECTION 7 – EXHIBITS

This Agreement is subject to the provisions of the following Exhibits (if checked) which are attached to and made a part of this Agreement:

- Exhibit A. "Scope of Services"
- Exhibit B. "Compensation"
- Exhibit C. "Consultant's Hourly Rate Schedule"
- Exhibit D. "Reimbursables"

IN WITNESS WHEREOF, the parties warrant and represent that they are authorized to enter into this Agreement for Professional Services. CLIENT hereby authorizes the performance of the services in Exhibit A and agrees to pay the charges resulting therefrom as identified in Exhibit B. As CLIENT or CLIENT's legal representative, I have read, understand, and agree to the business terms and conditions contained herein including the CONSULTANT's Limited Liability printed on Page 1 of this Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

CLIENT:

Quality Enterprises USA, Inc.

N/A

Signature

By: N/A
Name Typed or Printed

Title: N/A

Address for giving notices:

Quality Enterprises USA, Inc.
3494 Shearwater Street
Naples, Florida 34117-8414
Phone: (239) 435-7200
Fax: (239) 435-7202

Attest: N/A
Signature

(IF CORPORATION, AFFIX CORPORATE SEAL)

OR

State of N/A
County of _____

The foregoing instrument was acknowledged before me this ___ day of _____, 20____, by _____ who is personally known to me or who has produced _____ as identification.

Notary Public
Name typed, printed or stamped

(Seal)

CONSULTANT:

Passarella & Associates, Inc.

Signature

By: Kenneth C. Passarella
Name Typed or Printed

Title: President

Address for giving notices:

Passarella & Associates, Inc.
13620 Metropolis Avenue, Suite 200
Fort Myers, Florida 33912
Phone: (239) 274-0067
Fax: (239) 274-0069

EXHIBIT A

Exhibit A consisting of one (1) page referred to and controlled by the terms and conditions contained in the Professional Services Agreement between CLIENT and CONSULTANT for professional services dated NA, 2024.

Services not set forth in this Exhibit A, or not listed or described herein, are expressly excluded from the Scope of the Professional Services of the CONSULTANT. The CONSULTANT assumes no responsibility to perform any services not specifically identified and/or otherwise described in this Exhibit A.

Initial:

CLIENT N/A

CONSULTANT N/A

SCOPE OF SERVICES

<u>Task</u>	<u>Description</u>
1.0	Pre-Construction Listed Species Survey for Phase I
1.1	Conduct pre-construction listed species survey.
1.2	Prepare aerial photograph with location of documented listed species.
1.3	Prepare report summarizing methodology and results of survey.
2.0	Pre-Construction General Consultation and Meetings for Phase I
2.1	Coordinate pre-construction activities with Project team.
2.2	Attend coordination meetings and/or conference calls with Project team.

The following assumptions were used for the development of the Consultant's work scope and costs:

- Work scope does not include additional wildlife surveys (beyond those specifically identified in the work scope) that may be required by the permitting agencies.
- The Project is located entirely within existing Marion County right-of-way.
- The Project does not include permitting or relocation for any listed species (e.g., gopher tortoise, Florida burrowing owl, etc.) that may be located within the Project footprint.

EXHIBIT B

Exhibit B consisting of one (1) page referred to and controlled by the terms and conditions contained in the Professional Services Agreement between CLIENT and CONSULTANT for professional services dated N/A, 2024.

Initial:

CLIENT N/A

CONSULTANT N/A

COMPENSATION

For services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit A entitled "Scope of Services," the CLIENT shall compensate the CONSULTANT as follows:

Task	Description	Fee Type	Amount
1.0	Pre-Construction Listed Species Survey for Phase I	LS	\$12,500.00
2.0	Pre-Construction General Consultation and Meetings for Phase I	LS	\$ 2,500.00
Total:			\$15,000.00

Fee Type Definition:

Lump Sum (LS): Includes all direct and indirect labor costs, personnel related costs, overhead and administrative costs, which may pertain to the services performed, provided and/or furnished by the CONSULTANT as may be required to complete the services in Exhibit A. The total amount of compensation to be paid the CONSULTANT shall not exceed the amount of the total Lump Sum compensation established and agreed to. The portion of the amount billed for CONSULTANT's services which is on account of the Lump Sum will be based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing.

Silver Springs CEI - CEI									
Cella Molnar & Associates, Inc. - April 2024									
CELLA MOLNAR & ASSOCIATES, INC PUBLIC INVOLVEMENT TASKS	PM \$159.81	PROFESSIONAL \$124.68	PIS \$95.16	APIS \$86.50	TECHNICIAN \$90.00	ADMIN \$45.00	TOTAL	TOTAL DOLLARS	
1.00 COORDINATION WITH PROJECT TEAM									
1.01 Project planning & review and coordination with team			36.0	36.0			72.0	\$6,539.76	
1.02 Attendance at all progress meetings				130.0			130.0	\$11,245.00	
							202.0	\$17,784.76	
2.00 PUBLIC INVOLVEMENT ACTIVITIES									
2.01 Update and maintain mailing list of property owners/tenants in project area				12.0		4.0	16.0	\$1,218.00	
2.02 Update and maintain email database with property owners/tenants, elected officials, agencies, and interested parties				16.0		8.0	24.0	\$1,744.00	
2.03 Prepare and distribute project contact cards		1.0		2.0	2.0	1.0	6.0	\$522.68	
2.04 Communicate & coordinate onsite visits with affected parties		16.0		16.0			32.0	\$3,378.88	
2.05 Coordination with Contractor on Variable Message Boards/Neighborhood Signs		4.0		4.0			8.0	\$844.72	
2.06 Prepare press releases/respond to media/media interviews		6.0		6.0			12.0	\$1,267.08	
2.07 Prepare RoadWatch/project updates				52.0	25.0		77.0	\$6,748.00	
2.08 Prepare materials, maps, flyers and road/access changes/ closures notices		6.0		10.0	2.0	4.0	22.0	\$1,973.08	
							197.0	\$17,696.44	
3.00 NOTIFICATIONS TO PROPERTY OWNERS/TENANTS									
3.01 Preparation & distribution notification of construction activities				24.0		24.0	48.0	\$3,156.00	
3.02 Preparation & distribution advance notification of access/driveway changes				12.0		12.0	24.0	\$1,578.00	
3.03 Preparation & distribution Water Shut-off/Boil Water notices and Rescission notices				18.0		18.0	36.0	\$2,367.00	
3.04 Notifications to EMS/Fire Station & Services				8.0			8.0	\$692.00	
							116.0	\$7,793.00	
5.00 PROJECT WEBPAGE									
5.01 Develop a webpage to be linked to the County's website - (this webpage will be utilized to display latest information about the project, collect contact information and reduce calls with FAQs)		4.0		8.0	8.0	2.0	22.0	\$2,000.72	
5.02 Maintenance of project webpage					12.0		12.0	\$1,080.00	
							34.0	\$3,080.72	
6.00 PUBLIC INQUIRIES									
6.01 Respond & record requests/concerns from public				45.0		45.0	90.0	\$5,917.50	
							90.0	\$5,917.50	
	Labor Total	0.0	37.0	36.0	399.0	49.0	118.0	639.0	\$52,272.42
	Expenses								\$6,150.00
	Grand Total								\$58,422.42

