

AGREEMENT BETWEEN COUNTY AND PROFESSIONAL SERVICES FIRM

This Agreement Between County and Professional Services Firm, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Jones Edmunds & Associates, Inc.**, located at 730 NE Waldo Rd., Gainesville, FL 32641, possessing FEIN# 59-1533071 (hereinafter referred to as "FIRM") under seal for the Baseline Landfill Site Master Planning and Landfill Capacity Design, (hereinafter referred to as the "Project"), and COUNTY and FIRM hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

Section 1 – The Contract. The contract between COUNTY and FIRM, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners shall be effective on the last signature date set forth below.

Section 2 – The Contract Documents. The Contract Documents are defined as this Agreement, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Solicitation #23Q-096 - Baseline Landfill Site Master Planning and Landfill Capacity Design, the Offer, Scope and/or Specifications, Plans and/or Drawings, any/all Addenda as issued in support of this Solicitation and any/all Exhibits defined herein, Certificates of Insurance, and Purchase Order.

Should any conflict arise between the contract documents and the Agreement, the terms of the Agreement shall govern.

Section 3 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any person or entities other than COUNTY and FIRM.

Section 4 - Term. This Agreement shall commence upon issuance of Notice to Proceed, and shall reach final completion no later than 416 Calendar Days from the date noted on the Notice to Proceed ("Term"). **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence for all performance obligations of FIRM. The Work may be presumed abandoned after ninety (90) days if FIRM terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days. All Work will proceed in a timely manner without delays.

Section 5 – Scope of Services. As per specifications and requirements of the Project 23Q-096, FIRM shall complete the scope of services Per EXHIBIT A -Task Order 1, and EXHIBIT B – Task order 2. Future tasks for this project, as they are identified, may be added to this agreement via contract amendment, and will be negotiated at that time.

Section 6 – Compensation. COUNTY shall make payment of Three Hundred Forty-Seven Thousand, Six Hundred and Ninety Dollars (\$347,690) (the "Agreement Price") to FIRM under COUNTY's established procedure, and per EXHIBIT C - Fee Schedule, set forth below. Future tasks for this project, when negotiated, shall be brought back to the board for approval. There shall be no provisions for pricing adjustments during the Term.

Section 7 – Assignment. FIRM may not transfer, assign or subcontract all or any part of this Agreement without written approval by COUNTY.

Section 8 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required, to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 9 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 10 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel and records of Reimbursable Expenses. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 11 – Public Records Compliance

A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY’S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marionfl.org

B. FIRM shall comply with public records laws, specifically:

- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY’s custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY’s custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

Section 12 – Indemnification, pursuant to Section 725.08, F.S. FIRM shall indemnify COUNTY and its elected officials and employees against, and hold COUNTY and its elected officials and employees harmless from, all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys’ fees, which COUNTY or its elected officials and employees may sustain, or which may be asserted against COUNTY or its elected officials and employees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM, in the performance of the Agreement, including but not limited to property damage, harm or personal injury, including death, to the extent allowed by Section 725.08, F.S., and to the extent that the services rendered pursuant to the Agreement were services of a “Design Professional” as defined in Section 725.08(4), F.S. This section shall survive the termination of the Agreement.

Section 13 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M.

Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- The Firm/Vendor, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$500,000 combined single limit each accident.

- In the event the Firm/Vendor does not own vehicles, the Firm/Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

PROFESSIONAL LIABILITY INSURANCE with limits of not less than \$1,000,000 per occurrence and \$2,000,000.00 annual aggregate. Higher limits may be required for projects valued in excess of \$5,000,000. Projects \$5,000,000 or more will need to be reviewed by COUNTY's Risk and Benefit Services Department to determine appropriate Professional Liability limits. The policy must be maintained by FIRM for the duration of the Project. If the policy is written on a claims-made basis, FIRM must maintain the policy for a minimum of 5 years following the completion of the Project.

Section 14 – Independent Contractor. In the performance of this Agreement, FIRM will be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

Section 15 – Default/Termination. In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all the work timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

Section 16 – Damage to Property. FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK

prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 17 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 18 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this solicitation/Agreement if it is in the best interest of COUNTY.

Section 19 – Employee Eligibility Verification. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Contract unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Contract.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- b) COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- c) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- d) FIRM shall maintain a copy of such affidavit for the duration of this Contract and provide it to COUNTY upon request.
- e) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- f) If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
- g) If COUNTY terminates this Contract with FIRM, FIRM may not be awarded a public contract for at least one (1) year after the date of termination.
- h) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- i) Any such termination under this subsection is not a breach of this Contract and may not be considered as such.
- j) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Contract and COUNTY may treat a failure to comply as a material breach of this Contract.

Section 20 – Force Majeure. Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or

delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes, severe floods, epidemics and pandemics.

Section 21 – Truth in Negotiation. FIRM warrants that the wage rates and other factual unit costs supporting the compensation to FIRM under this Agreement are accurate, complete and current at the time of contracting. In addition, FIRM understands and agrees that the original Agreement Price and any additions thereto will be adjusted to exclude any significant sums by which COUNTY determines the Agreement Price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one year following the end of this Agreement.

Section 22 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final Agreement of the Parties and conclusive proof of such Agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 23 – Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.

1. If this Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
 - b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and FIRM meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and FIRM is found to meet any of the following conditions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

4. Was entered into or renewed on or after July 1, 2018, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
- C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
 1. Was entered into or renewed on or after July 1, 2018, and
 2. FIRM is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 24 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 25 - FIRM's Basic Duties. By executing this Agreement, FIRM represents to COUNTY that FIRM is professionally qualified to act in the professional capacity for the Project and is licensed to practice by all public entities having jurisdiction over FIRM and the Project. FIRM further represents to COUNTY that it will maintain all necessary licenses, permits or other authorizations necessary to act as the professional representative for the Project until its remaining duties hereunder have been satisfied. FIRM assumes full responsibility to COUNTY for the improper acts and omissions of its consultants or others employed or retained by FIRM in connection with the Project. Execution of this Agreement by FIRM constitutes a representation that it will become familiar with the Project site and the local conditions under which the Project is to be implemented.

Section 26 – Prohibition Against Contingent Fees. The Engineer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, or individual firm, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

Section 27 - Bidding/Negotiation Services. FIRM shall assist COUNTY or Construction Manager in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. Services performed in this phase include reviewing agency submittals and review for permitting.

Section 28 - Construction Administration Services. As a representative of COUNTY, FIRM in conjunction with COUNTY's project management team shall visit the Project site at intervals appropriate to the stage of the FIRM's operations, or as otherwise agreed with COUNTY to become generally familiar with and to keep COUNTY informed about the progress and quality of the portion of the Work completed. FIRM shall determine in general if the Work is being performed in a manner that would indicate that the Work, when fully completed, will be in accordance with this Agreement.

Section 29 - COUNTY's Right to Withhold Payment. In the event that COUNTY in its sole judgment becomes credibly informed that any representations of FIRM are wholly or partially inaccurate, COUNTY may withhold payment of sums then or in the future equal to the amount of the inaccuracy, otherwise due to FIRM until the inaccuracy, and the cause thereof, is corrected to COUNTY's reasonable satisfaction.

Section 30 - Use and Ownership of Documents. The drawings, specifications and other documents or things prepared by FIRM for the Project shall become and be the sole property of COUNTY. FIRM shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications, and other documents or things are not intended by FIRM for use on other projects by COUNTY or others. COUNTY shall not reuse or make any modifications to the drawings, specifications, and other documents without prior written authorization of FIRM.

Section 31 – Firm Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as FIRM's employees, agents, consultants, and others on COUNTY property in connection with the FIRM's work or at the FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

Section 32 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

Section 33 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 34 – Notices. Except as otherwise provided herein, all written communication between the parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. FIRM's and COUNTY's representatives and addresses for notice purposes are:

FIRM: Jones Edmunds & Associates, Inc.
730 NE Waldo Rd., Gainesville, FL 32641
CONTACT PERSON: Mark D. Hadlock, PE | Phone: 800-237-1053

COUNTY: Marion County Solid Waste
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

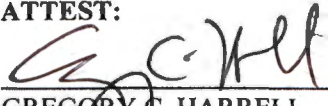
Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

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: MHADLOCK@jonesedmunds.com and KVOGEL@jonesedmunds.com. Designation signifies FIRM's election to accept notices solely by e-mail.

Section 35 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

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

ATTEST:



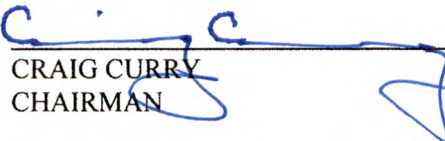
GREGORY C. HARRELL, DATE 11/7/2023
MARION COUNTY CLERK OF COURT

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



for MATTHEW G. MINTER, DATE 10/17/23
MARION COUNTY ATTORNEY


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



CRAIG CURRY, DATE 11/7/2023
CHAIRMAN

BCC APPROVED: November 7, 2023
23Q-096 | Baseline Landfill Site Master Planning
and Landfill Capacity Design


WITNESS:



SIGNATURE
Linda Lyles

PRINTED NAME

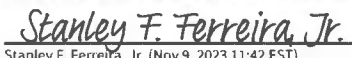
WITNESS:



SIGNATURE
Kathy M. Mercer-Miller

PRINTED NAME

JONES EDMUNDS & ASSOCIATES, INC.



Stanley F. Ferreira, Jr. (Nov 9, 2023 11:42 EST) Nov 9, 2023
BY: DATE
Stanley F. Ferreira, Jr., PE

PRINTED:
President & CEO

ITS: (TITLE)

KVogel 11/8/2023



October 11, 2023

Mark Johnson
Director, Marion County Solid Waste Department
5601 SE 66th Street
Ocala, Florida 34480-9501

RE: Marion County
Contract No.: 23Q-096
Baseline Landfill Site Master Planning – Task Order 1 Scope of Services
Jones Edmunds Opportunity No.: 95443-391-22

Dear Mr. Johnson:

Marion County is interested in reviewing options for expanding the disposal capacity at the Baseline Landfill. The disposal capacity at the Baseline Landfill has been mostly consumed over the last 30 years of operation. A small amount of remaining disposal capacity may be available in Cell C; however, the amount is minimal compared to the County's future waste management requirements.

This Scope of Services is for developing a preliminary evaluation of possible options for increasing disposal capacity at Baseline landfill. This work will include cell disposal volume calculation and lifespan estimates. This is the first step in considering expanding the Baseline Landfill. Additional information regarding this Scope of Services is provided below.

SCOPE OF SERVICES

The Jones Edmunds Team will complete the following tasks:

1. Cell C and Urban Cell reconfiguration options.
2. Layout of new cells on the Baseline property.
3. Layout of new cells on adjacent property.
4. Estimate of cell disposal volumes, lifespans, and waste generation rates.
5. Estimate of construction costs.
6. Concept development schedule.
7. Summary report
8. Project Meetings

These services are explained in more detail in the following tasks.

The Jones Edmunds Team will develop a budget-level cost estimate for engineering and construction costs for short- and long-term events. Costs will be calculated in current dollars. This Task provides the effort to identify the order of priorities for future development based on short- and long-term development goals.

This Task also includes reviewing the costs of the geotechnical improvements performed as part of the original lined cell construction. These costs will be updated for current prices based on the extent of previous work completed. This will provide an estimated cost difference between lined cells that require extensive geotechnical improvements as compared to lined cells that do not require extensive geotechnical improvements. This work will be performed by our Team members Geohazards and Steve Laux, PE, ENV SP.

This Task provides the effort to develop a conceptual disposal cost per ton for landfill disposal and includes a limited amount of time to coordinate with the County's Rate Study consultant.

TASK 6 CONCEPTUAL DEVELOPMENT SCHEDULE

A schedule for the conceptual development of additional disposal cells at the Baseline Landfill to include relocating existing facilities, developing the east parcel, providing timing changes to the stormwater system, and designing and constructing the new cells will be prepared. This Task provides the effort to develop the conceptual development schedule for the work previously identified.

TASK 7 SUMMARY REPORT

The information developed in Tasks 1 through 6 of this Scope of Services will be summarized and formatted into a summary report. The report will be developed and provided to the County for review as follows:

1. 50% draft submittal.
2. 90% draft submittal.
3. Final submittal.

The project schedule includes 2 weeks' review time by the County for each draft submittal. A review meeting with the County will be held at the end of the 2-week review period.

TASK 8 PROJECT MEETINGS

Meetings to be held with the County as part of the project development include:

1. Project Kick-Off – on site.
2. Bi-weekly updates – video.
3. Monthly Progress Meetings – video.
4. 50% Summary Report Review – on site.
5. 90% Summary Report Review – on site.
6. Informal as needed – video.

TASK 1 CELL C AND URBAN CELL RECONFIGURATION OPTIONS

Cell C may have additional disposal capacity depending on how the closure construction is performed. The current Closure Plan does not include recovering disposal capacity; however, by changing the Closure Plan, recovering up to 2 years of additional disposal capacity may be possible. To recover disposable capacity, waste will need to be re-graded to lower the current top-of-waste elevations and provide a safe working environment.

Similar to Cell C, re-grading the waste in the Urban Cell and recovering disposal capacity may be possible. In addition, performing selective landfill mining may be possible in the Urban Cell. The evaluation will present the estimated costs, volumes of recovered soil types, and additional disposal capacity that might be achieved with limited landfill mining.

If the Urban Cell is to be reused, the addition of a modern bottom-liner system will be required. The feasibility of this option depends on the viability of constructing additional disposal capacity at the Baseline Landfill. If additional disposal cells beyond the current waste footprint are approved, the reconfiguration of the Urban Cell may not be needed to increase disposal capacity. This Task provides the effort to develop the conceptual additional capacity based on the difference between the existing conditions and current Closure Plan.

TASK 2 LAYOUT OF NEW CELLS ON THE BASELINE PROPERTY

Adding disposal cells west and south of the existing disposal cells may be possible. To develop the new cells, much of the existing supporting infrastructure will need to be relocated to adjacent property and/or the east parcel. For each new cell area, the existing facilities will be identified, showing the services provided, dependent facilities identified, and space needed. Developing conceptual disposal cells under this Task is based on using land that is currently part of the Baseline Site. The addition of the south cell will likely require the County to acquire approximately 200 feet of property to the south of SE 66th Street, some of which is already owned by the County.

To facilitate developing the west cells, the County has offered the use of the northwest portion of the Baseline Site to replace the stormwater pond. Relocating the west pond to the northwest portion of the Baseline Landfill will be included in the evaluation. This Task provides the effort to develop the conceptual additional disposal capacity based on developing the west and south areas and identifies existing infrastructure to be relocated, and the results will be included in the summary report.

The possible revenue (in current dollars) generated from the sale of the disposal capacity (at the current disposal rate) in the new disposal cell(s) will be provided to the County to consider when determining the cost/benefit of developing this area for disposal.

TASK 3 LAYOUT OF NEW CELLS TO THE SOUTHWEST

A relatively large and lightly developed area of land exists to the SW of Baseline that has the potential to be developed into additional disposal capacity. The majority of the land is owned by waste management company and includes a Class III landfill.

This Task provides the effort to develop conceptual additional disposal capacity based on new cells to the SW and generally extending south to the limits of Juniper Road. There are numerous options for new disposal cells in this area. The County will provide direction as to the extent and layout of the new cells so that one primary and two alternate layout options are evaluated as part of this Scope of Services.

The results will be included in the Summary Report. The possible revenue (in current dollars) generated from sale of the disposal capacity (at the current disposal rate) in the new disposal cell(s) will be provided to the County to consider when determining the cost/benefit of obtaining additional property.

TASK 4 AIRSPACE/VOLUME CALCULATIONS

The Jones Edmunds Team will develop an AutoCAD three-dimensional (3D) model of the disposal cells previously noted to estimate the volume and resulting disposal capacity. The conceptualized new disposal cells will be planned so that they maximize volume/disposal capacity. The total volume of the individual cells is not a stand-alone quantity. The quantity is also related to the volume in the space between the disposal cells, sometimes referred to as valley or valley fill. For the Summary Report, new disposal cells that abut existing disposal cells will include the airspace between the cells/valley fill. As additional conceptual disposal cells are added, such as West Cell 1, West Cell 2, and West Cell 3, the space between the new cells/valley fill will be included. Where new cells tie to grade rather than abut other disposal cells, valley fill quantities will not be included.

If individual cells are eliminated from the conceptual layout, the overall volume/disposal capacity may need to be recalculated. This Task provides the effort to develop the conceptual disposal capacity based on developing the new cells previously identified. The volume of the disposal cells is calculated by comparing the conceptual closure design surface with the conceptual bottom-liner surface.

The estimated lifespan of the Baseline Landfill will be based on several factors including the County population and growth rate, historical tonnage, and estimated in-place waste density. This Task provides the effort to develop the conceptual lifespan estimates based on the volumes developed herein.

TASK 5 DEVELOPING A CONSTRUCTION COST ESTIMATE

An estimated cost of developing the conceptual build-out of disposal cells at the Baseline Landfill will be prepared. Costs will be based on the completion of similar projects and the Jones Edmunds Team's collective experience. The level of detail will be based on budget-level/order-of-magnitude estimated costs.

The results will allow the County to compare the cost of landfilling at the Baseline Landfill to the cost of the current out-of-County disposal program. The Jones Edmunds Team will need the County's assistance to estimate operations costs for landfilling and transfer station operations. Costs will be calculated in current dollars. This Task provides the effort to develop the conceptual construction cost estimate for the new disposal cell development.

PROJECT SCHEDULE

The Jones Edmunds Team expects to begin our services within 2 weeks of receiving the Notice to Proceed (NTP), and a schedule for completion and interim deadlines for this project is as follows:

Deliverable/Task Title	Task Duration (days)	Total Time from NTP (days)
Summary Report		
50% draft submittal	60	90
County review period	14	104
90% draft submittal	30	134
County review period	14	148
Final submittal	30	178

Interim informal reviews with Solid Waste Department staff will be performed as the information is developed so that the submittal reviews can be performed in the time previously noted.

The schedule above is based on this Task Order being performed as a standalone project. If Task Order 1 and Task Order 2 are approved, a portion of both projects can be performed concurrently and reduce the combined schedule by several months.

DELIVERABLES

1. 50% draft Report.
2. 90% draft Report.
3. Final Report.

FEE

The compensation for Professional Services described in this Scope of Services will be on a time-and-materials basis, except for charges by subconsultants that will be lump-sum amounts. Invoicing will be provided monthly with a percent complete of project tasks. Please refer to the attached Fee Estimate for additional details.

Fee Summary

Task Order 1	Description	Amount
1	Cell C and Urban Cell Reconfiguration Options	\$40,220
2	Layout of New Cells on the Baseline Property	\$31,880
3	Layout of New Cells to the Southwest	\$21,640
4	Airspace/Volume Calculations	\$27,380
5	Developing a Construction Cost Estimate	\$35,630
6	Conceptual Development Schedule	\$11,620
7	Summary Report	\$23,420
8	Project Meetings	\$21,840
TOTAL		\$213,630

EXCLUSIONS AND CLARIFICATIONS

1. Design, permitting, and construction documents are excluded.
2. Field investigations, geophysical investigations, and surveying are excluded.
3. The topographic survey dated March 2023 will be used for the basis of the work.
4. The County will assist with estimating landfill and transfer station operating costs.
5. The construction cost estimate will be based on costs of similar facilities in Florida (per square foot or per acre) and our Team's cumulative experience.
6. The County will assist with discussions with Waste Management regarding the southwest parcels, if needed.
7. The future design will require review and approval by the Florida Department of Environmental Protection (FDEP). Submittal to FDEP and permitting-related development are excluded.
8. Any legal issues or reviews will be performed by the County.
9. Studies, investigations, and work not specifically included in this Scope of Services are excluded.

We look forward to working with you on this project. If you have any questions or comments, please contact me at (352) 377-5821 or mhadlock@jonesedmunds.com.

Sincerely,

Mark D. Hadlock, PE
Senior Engineer
730 NE Waldo Road
Gainesville, Florida 32641



October 11, 2023

Mark Johnson
Director, Solid Waste
Marion County Solid Waste Department
5601 SE 66th Street
Ocala, Florida 34480-9501

RE: Marion County
Contract No.: 23Q-096
Baseline Landfill Site Master Planning – Task Order 2 Scope of Services
Jones Edmunds Opportunity No.: 95443-311-23

Dear Mr. Johnson:

Task Order 2 provides for the second step in developing the Preliminary Design Report (PDR). This Scope of Services is for developing the requirements and estimated costs for accessing the east parcel by crossing the existing railroad tracks and right-of-way. This includes an at-grade vehicle crossing, underground stormwater culverts and underground crossings for landfill gas and leachate pipes.

This Task Order also includes the effort needed to coordinate with FDEP regarding the possible expansion into karst geologic areas. This coordination includes preliminary discussions with FDEP regarding the County's interests to expand the landfill, presentation of geotechnical remediation methods, to receive any comments or concerns from FDEP so that they can be addressed early in the expansion evaluation process. Ultimately, the County is seeking to have FDEP provide a letter of determination regarding the County's ability to permit an expansion of the Baseline Landfill.

Additional information regarding this Scope of Services is provided below.

SCOPE OF SERVICES

The Jones Edmunds Team will complete the following tasks:

1. Railroad Crossing Coordination
2. FDEP Preliminary Permit Coordination
3. Summary Report
4. Project Meetings

These services are explained in more detail below.

TASK 1 RAILROAD CROSSING COORDINATION

As part of considering options for expanding disposal capacity at Baseline landfill, access to the East Parcel should be considered. The Baseline property is currently separated from the East Parcel by the railroad right-of-way. Ideally, railroad crossings could be constructed internal to the properties so that use of public roads is minimized. This Task provides the effort to coordinate with the railroad entity for the requirements and costs to develop railroad crossings for an at-grade vehicle crossing, underground stormwater culverts and underground crossings for landfill gas and leachate pipes.

TASK 2 FDEP PRELIMINARY PERMITTING COORDINATION

This Task provides the effort needed to make preliminary contact with FDEP and present the concept of the project. FDEP permit approval is paramount for the success of the project. Work in this Task includes;

- Review FDEP karst-related regulatory decisions.
- Develop the Preliminary Geotechnical Investigation and Remediation Plan.
- Develop a Project Plan presentation to FDEP.
- Present FDEP.
- Address FDEP questions and concerns.
- Request a Permit Determination Letter from FDEP.
- Coordinate with FDEP personnel.

Because of the special nature of this work, our Team members Geohazards and Steve Laux, PE, ENV SP, will assist with this Task.

TASK 3 SUMMARY REPORT

The information developed in Tasks 1 and 2 of this Scope of Services will be summarized and formatted to provide the PDR. The PDR will be developed and provided to the County for review as follows:

1. 50% draft submittal.
2. 90% draft submittal.
3. Final submittal.

The project schedule includes 2 weeks' review time by the County for each draft submittal. A review meeting with the County will be held at the end of the 2-week review period.

TASK 4 PROJECT MEETINGS

Meetings to be held with the County as part of the project development include:

1. Project Kick-Off – 1 onsite.
2. Bi-weekly updates – 8 video.
3. Monthly Progress Meetings – 3 video.

4. FDEP Meetings- 2 video
5. 50% PDR Review –1 onsite.
6. 90% PDR Review –1 onsite.
7. 100% PDR Review –1 video.
8. Informal as needed –video.

PROJECT SCHEDULE

The Jones Edmunds Team expects to begin our services within 2 weeks of Notice to Proceed (NTP), and a schedule for completion and interim deadlines for this project are as follows:

Deliverable	Task Title	Task Duration (days)	Total Time from NTP (days)
	Draft FDEP Presentation	45	45
	Final FDEP Presentation	30	75
	PDR 50% Draft Submittal	60	135
	County Review Period	14	149
	PDR 90% Draft Submittal	45	194
	County Review Period	14	208
	PDR Final Submittal	30	238

Completion of the project schedule depends on the availability of FDEP and the Railroad to complete the work. Interim informal reviews with Solid Waste Department staff will be performed as the information is developed so that the submittal reviews can be performed in the time previously noted.

The schedule above is based on this Task Order being performed as a standalone project. If both Task Order 1 and Task Order 2 are approved, a portion of both projects can be performed concurrently and reduce the combined schedule by several months.

DELIVERABLES

1. Presentation to FDEP
2. 50% draft Report.
3. 90% draft Report.
4. Final Report.

FEE

The compensation for Professional Services described in this Scope of Services will be on a time-and-materials basis, except for charges by subconsultants that will be lump-sum

amounts. Invoicing will be provided monthly with a percent complete of project tasks. Please refer to the attached Fee Estimate for additional details.

Fee Summary

Task Order 2	Description	Amount (\$)
1	Railroad Crossing Coordination	\$34,320
2	FDEP Preliminary Permitting Coordination	\$49,340
3	Summary Report	\$22,420
4	Project Meetings	\$27,980
	TOTAL	\$134,060

EXCLUSIONS AND CLARIFICATIONS

1. Design, permitting, or construction documents are excluded.
2. Field investigations, geophysical investigations, and surveying are excluded.
3. The topographic survey dated March 2023 will be used for the basis of the work.
4. The construction cost estimate will be based on costs of similar facilities in Florida (per square foot or per acre) and our Team's cumulative experience.
5. The County will assist with discussions with the Railroad, if needed.
6. The future design will require review and approval by FDEP. Submittal to FDEP and permitting-related development are excluded.
7. Any legal issues or reviews will be performed by the County.
8. Studies, investigations, and work not specifically included in this Scope of Services are excluded.

We look forward to working with you on this project. If you have any questions or comments, please contact me at (352) 377-5821 or mhadlock@jonesedmunds.com.

Sincerely,



Mark D. Hadlock, PE
Senior Engineer
730 NE Waldo Road
Gainesville, Florida 32641

EXHIBIT C - FEE SCHEDULE

Marion County - Baseline Landfill - Preliminary Design Report

Task Order 1- Site Master Planning

Jones Edmunds Opportunity No. 95443-391-22

RFQ No. 23Q-096

10/2/2023

Fee Estimate



		HOURS								COSTS			TOTALS
TASK	Standard Rate	Project Officer	Sr. Project Manager	Sr Engineer	Project Engineer	Engineer Intern	CADD Designer	Sr Admin Assist	Labor Hours	Labor Fee	Subconsultants	Reimbursable Expenses	Total Fee
TASK 1 - Cell C and Urban Cell Reconfiguration Options													
1.1	Cell C Reconfiguration Options	2	4	20	24	24	16	4	94	\$16,360			\$16,360
1.2	Urban Cell Reconfiguration Options			16	16	24	24		80	\$12,920			\$12,920
1.3	Options for Limited Mining	2	2	4	8	8	4		28	\$4,980			\$4,980
1.4	Alternate Layouts (2 alternates)		2	8	8	8	8		34	\$5,960			\$5,960
	Subtotal	4	8	48	56	64	52	4	236	\$ 40,220			\$40,220
TASK 2 - Layout of New Cells on Baseline Property													
2.1	Options New Cells to the West	2	4	8	16	20	20	4	74	\$11,900			\$11,900
2.2	Options New Cells to the South		4	8	16	20	20		68	\$10,980			\$10,980
2.3	Facilities to be Demolished		2	4	12	16	4		38	\$6,260			\$6,260
2.4	Alternate Layouts (2 alternates)		2	2	4	4	4		16	\$2,740			\$2,740
	Subtotal	2	12	22	48	60	48	4	196	\$ 31,880			\$ 31,880
TASK 3 -Layout of New Cells on Adjacent Property													
3.1	Options New Cells to the South and Southwest	2	4	16	24	24	32	4	106	\$17,400			\$17,400
3.2	Alternate Layouts (2 alternates)			2	4	8	16		30	\$4,240			\$4,240
	Subtotal	2	4	18	28	32	48	4	136	\$21,640			\$21,640
TASK 4 -Estimate of Cell Disposal Capacity and Lifespans													
4.1	Airspace/Volume Estimates	2	2	8	16	12	16	4	60	\$9,960			\$9,960
4.2	Lifespan Estimates		2	8	12	16			38	\$6,720			\$6,720
4.3	Conceptual Closure Plan		2	8	12	12	12		46	\$7,740			\$7,740
4.4	Waste Generation Projections		1	4	4	8			17	\$2,960			\$2,960
	Subtotal	2	7	28	44	48	28	4	161	\$27,380	\$0	\$0	\$27,380
TASK 5-Estimate of Construction Costs													
5.1	Development Construction Cost Estimate	2	4	8	20	24	16	2	76	\$12,460			\$12,460
5.2	Costs for Geotechnical Remediation	1	2	4	4	4			15	\$2,960			\$2,960
5.3	Landfill Capital and Operations Cost Estimate	1	2	4	8	12			27	\$4,720			\$4,720
5.4	Landfill Operations Cost and Avoided Costs	1	2	4	8	8			23	\$4,240			\$4,240
5.5	Sub-consultant -GeoHazards										\$8,500		\$8,500
5.6	Sub-consultant -Steve Laux										\$2,750		\$2,750
	Subtotal	5	10	20	40	48	16	2	141	\$ 24,380	\$ 11,250	\$ -	\$ 35,630
TASK 6-Concept Development Schedule													
6.1	Concept Development Schedule	1	4	4	8	8	4	2	31	\$5,440			\$5,440
6.2	Alternate Development Schedule Options (2 alternate versions)	1	4	8	8	8	4		33	\$6,180			\$6,180
	Subtotal	2	8	12	16	16	8	2	64	\$ 11,620	\$ -	\$0	\$ 11,620

Marion County - Baseline Landfill - Preliminary Design Report
 Task Order 1- Site Master Planning
 Jones Edmunds Opportunity No. 95443-391-22
 RFQ No. 23Q-096
 10/2/2023
 Fee Estimate

EXHIBIT C - FEE SCHEDULE



		HOURS								COSTS		TOTALS	
TASK	Standard Rate	Project Officer	Sr. Project Manager	Sr Engineer	Project Engineer	Engineer Intern	CADD Designer	Sr Admin Assist	Labor Hours	Labor Fee	Subconsultants	Reimbursable Expenses	Total Fee
TASK 7-Summary Report													
7.1	50% Report Development	2	4	8	10	12	8	4	48	\$6,240			\$6,240
7.2	90% Report Development	2	4	8	10	12	8	4	48	\$6,240			\$6,240
7.3	100% Report Development		2	4	4	4	4	2	20	\$3,440			\$3,440
7.3	Sub-consultant -Steve Laux								0		\$3,500		\$3,500
	Subtotal	4	10	20	24	28	20	10	116	\$ 19,920	\$ 3,500	\$ -	\$ 23,420
TASK 8 Project Meetings													
8.1	Project Kick-Off (1)- onsite	1	6	8	8	4	4	2	33	\$6,400			\$6,400
8.2	Bi-weekly updates (6)- video		2	6	6	6			20	\$3,840			\$3,840
8.3	Monthly Progress Meetings (4)- video	1	4	4	4	8			21	\$3,920			\$3,920
8.4	Informal as needed - video												
8.5	50% Review (1)- onsite	1	4	4	2	4			15	\$3,040			\$3,040
8.6	90% Review (1)- onsite	1	4	4	2	4			15	\$3,040			\$3,040
8.7	100% Review (1)- video		2	2	2	2			8	\$1,600			\$1,600
	Subtotal	4	22	28	24	28	4	2	112	\$ 21,840	\$0	\$0	\$ 21,840
	PROJECT TOTAL	26	81	196	280	324	224	32	1,162	\$ 198,880	\$ 14,750	\$ -	\$ 213,630

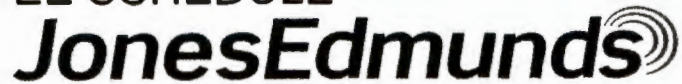
Marion County - Baseline Landfill - Preliminary Design Report
Task Order 2- Railroad and FDEP Coordination
Jones Edmunds Opportunity No. 95443-311-23
RFQ No. 23Q-096
10/11/2023
Fee Estimate

Exhibit C- Fee Schedule



HOURS										COSTS			TOTALS
TASK	Standard Rate	Project Officer	Sr. Project Manager	Sr Engineer	Project Engineer	Engineer Intern	CADD Designer	Sr Admin Asst	Labor Hours	Labor Fee	Subconsultants	Reimbursable Expenses	Total Fee
TASK 1 - Railroad Crossing Coordination													
1.1	Coordination w/ RR	1	2	8	8	8		4	31	\$5,640			\$5,640
1.2	Crossing Design Requirements	1	2	8	12	12	20		55	\$8,980			\$8,980
1.3	Concept Crossing Plan and Details	1	2	12	16	16	20		67	\$11,220			\$11,220
1.4	RR Permitting and Approval Process		2	4	8	8			22	\$4,000			\$4,000
1.5	Estimated Construction Costs and Schedule		2	4	8	12			26	\$4,480			\$4,480
	Subtotal	3	10	36	52	56	40	4	201	\$ 34,320	\$0	\$0	\$34,320
TASK 2 - FDEP Coordination													
2.1	Regulatory review of permit related decisions by FDEP	2	4	8	12	8		4	38	\$7,160			\$7,160
2.2	Development of Preliminary Geotechnical Investigation and Remediation Plan	1	4	4	4	4	16		33	\$5,440			\$5,440
2.3	Develop Presentation to FDEP of Project Plan	2	4	6	16	16	16	4	64	\$10,440			\$10,440
2.4	Presentation to FDEP	1	4	4	4	4			17	\$3,440			\$3,440
2.5	Address FDEP Questions and Concerns	1	4	8	8	4			25	\$5,200			\$5,200
2.6	Request Permit Determination Letter from FDEP		2	2					4	\$960			\$960
2.7	Coordination with FDEP Personnel		4	4	4	4			16	\$3,200			\$3,200
2.8	Sub-consultant - GeoHazards										\$10,000		\$10,000
2.9	Sub-consultant - Steve Laux										\$3,500		\$3,500
	Subtotal	7	26	36	48	48	32	8	187	\$ 35,840	\$ 13,500	\$ -	\$ 49,340
TASK 3-Summary Report													
7.1	50% Report Development	2	4	8	10	12	8	4	48	\$8,240			\$8,240
7.2	100% Report Development	2	4	8	10	12	8	4	48	\$8,240			\$8,240
7.3	100% Report Development		2	4	4	4	4	2	20	\$3,440			\$3,440
7.3	Sub-consultant - Steve Laux										\$2,500		\$2,500
	Subtotal	4	10	20	24	28	20	10	116	\$ 19,920	\$ 2,500	\$ -	\$ 22,420
TASK 4- Project Meetings													
3.1	Project Kick-Off (1)- onsite	1	4	4	6	4	4	2	25	\$4,960			\$4,960
3.2	Bi-weekly updates (8)- video	1	4	8	8	8			29	\$5,680			\$5,680
3.3	Monthly Progress Meetings (3)- video	1	4	6	6	6	4		27	\$5,060			\$5,060
3.4	Informal as needed - video								0	\$0			\$0
3.5	FDEP Meetings (2) - Video	1	4	6	6	6		4	27	\$5,000			\$5,000
3.6	50% Review (1)- onsite	1	4	4	2	4			15	\$3,040			\$3,040
3.7	90% Review (1)- onsite	1	4	4	2	4			15	\$3,040			\$3,040
3.8	100% Review (1)- video		2	2	2	2			8	\$1,600			\$1,600
	Subtotal	6	28	34	32	34	8	6	146	\$ 27,980	\$ -	\$ -	\$ 27,980
PROJECT TOTAL													
		20	72	128	156	158	100	28	860	\$ 118,080	\$ 16,000	\$ -	\$ 134,080

EXHIBIT C - FEE SCHEDULE



Integrity • Knowledge • Service

Marion County Contract 23Q-096 Hourly Rates

Labor Category	Hourly Rate
Project Officer	\$ 240
Senior Project Manager	\$ 240
Project Manager	\$ 200
Chief Engineer or Scientist	\$ 240
Senior Engineer	\$ 240
Senior Scientist	\$ 185
Project Engineer	\$ 200
Project Scientist	\$ 160
Engineer or Scientist	\$ 145
Engineer Intern (PhD)	\$ 130
Engineer Intern or Associate Scientist	\$ 120
Designer	\$ 125
Senior CADD Designer	\$ 130
CADD Designer	\$ 125
Senior CADD Technician	\$ 105
CADD Technician	\$ 95
Systems Analyst	\$ 190
Senior GIS Analyst or Senior GIS Programmer	\$ 145
GIS Analyst or Programmer	\$ 110
Senior GIS Technician	\$ 95
GIS Technician	\$ 85
Senior Database Administrator	\$ 180
Database Administrator	\$ 155
Environmental Data Analyst	\$ 100
Senior Field Technician Environmental	\$ 110
Field Technician Environmental	\$ 100
Senior Construction Administrator	\$ 175
Construction Administrator	\$ 155
Senior Field Representative Construction	\$ 125
Field Representative Construction	\$ 105
Construction Project Coordinator	\$ 85
Senior Administrative Assistant	\$ 110
Administrative Assistant	\$ 85
Senior Technical Editor	\$ 150

Travel - Company Vehicle - \$0.65/mile plus 15%

Travel - Personal Vehicle - IRS Standard Mileage Rate plus 15%

Subconsultants - Cost plus 15%

Rates Effective January 1, 2023