

## GRANTS AND CONTRACTS - TRANSMITTAL MEMO

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Date:	February 17, 2017
From	Purchasing/Contracts
To:	Ken Fair
CONTRACT #:	7436
VENDOR:	Jones Edmunds and Associates
DESCRIPTION:	Continuing Services Agreement for Annual Landfill Compliance
APPROVED BY:	BoCC
APPROVAL DATE:	2/14/17
Received On:	2/17/17
TERM START	2/17/17
TERM END	9/30/18
AMOUNT:	\$130,777
ACCOUNT:	n/a
ENCUMBRANCE #	2017-282
RFP/BID #	17-140
ACTIONS REQUIRED	Please forward a copy to the vendor & retain a copy for your files. One of two originals sent to Ken
copy to:	F&A Risk Purchasing File

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**CONTINUING SERVICES AGREEMENT BETWEEN ALACHUA COUNTY AND  
JONES EDMUNDS & ASSOCIATES, INC. FOR ANNUAL LANDFILL COMPLIANCE  
MONITORING**

This Agreement is entered into this 14<sup>th</sup> day of February, 20 17 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and **Jones Edmunds & Associates, Inc.**, doing business at **730 NE Waldo Road, Gainesville, Florida 32641**, hereinafter referred to as "Professional."

**WITNESSETH**

**Whereas**, the County desires to employ the Professional to provide services for Annual Landfill Compliance Monitoring; and,

**Whereas**, the Professional is qualified to provide these services;

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term.** This Agreement is effective upon execution by both parties continuing until September 30, 2018 unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for 2 additional 2-year terms at the terms and conditions outlined herein.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Representations.** By executing this Agreement, the Professional makes the following express representations to the County:

- 2.1. The Professional is professionally qualified to act as the professional for the Project and is licensed to practice Engineering and Geology by all public entities having jurisdiction over the Professional and the Project;

- 2.2. The Professional shall maintain all necessary licenses, permits or other authorizations necessary to act as a professional for the Project until the Professional's duties hereunder have been fully satisfied;

- 2.3. The Professional has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;

- 2.4. The Professional shall prepare all deliverables required by this Agreement including, but not limited to, all contract plans and specifications, in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations;
- 2.5. The Professional represents that the deliverables prepared by the Professional are adequate and sufficient to accomplish the purposes of the project and meet the requirements of all applicable federal, state, and local codes and regulations;
- 2.6. The Professional acknowledges that the County's review of the deliverables in no way diminishes the Professional's representations pertaining to the deliverables.
3. **Duties of the Professional.** The Professional shall have and perform the following duties, obligations, and responsibilities to the County as outlined in **Attachment "A."** This Agreement standing alone does not authorize the performance of any work or require the County to place any orders for work.
4. **Authorization For Services.** Authorization for performance of Professional services by the Professional under this Agreement shall be in the form of written Work Orders issued and executed by the County and signed by the Professional. A sample Work Order is attached hereto as **Attachment "B."** Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. The County makes no covenant or promise as to the number of available projects, nor that the Professional will perform any project for the County during the life of this Agreement. The County reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the County to be in the best interest of the County to do so.
- 4.1. The County's Project Manager or specified designee is authorized to initiate and sign Work Orders and amendments and modifications to Work Orders on behalf of the County.
- 4.2. Change Orders to existing Work orders will be authorized by a Work Order Change Order (**Attachment "B-1"**).
5. **Compensation.** The County agrees to compensate the Professional for the Professional services called for under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method." If a Work Order is issued under a "Time Basis Method," then Professional shall be compensated in accordance with the rate schedule attached as **"Exhibit 1" Standard Hourly Rate Schedule.** If a Work Order is issued for a "Fixed Fee Basis," then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses.

6. **Alachua County Minimum Wage:** Services rendered through this Agreement are considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances ("Wage Ordinance"), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government.
- 6.1. Current required Alachua County Government Minimum Wage is \$12.50 per hour when health benefits are provided at the equivalent value of \$1.98 per hour.
- 6.2. Current required Alachua County Minimum Wage is \$14.48 when health benefits are not provided.
- 6.3. The Contractor must provide certification, **Attachment D**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as well as ensuring that it will require the same of its subcontractors throughout the duration of the Agreement.
- 6.4. The Contractor shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements.
- 6.5. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, F.S.
- 6.6. The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor and subcontractor.
7. **Reimbursable Expenses.** If a Work Order is issued on a "Time Basis Method," then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order and to conditions, restrictions, and limitations of §112.061, Florida Statutes. Reimbursable expenses may include actual expenditures made by the Professional, its employees, or its Professional associates in the interest of the Project for the expenses listed in the following paragraphs:
- 7.1. Expenses for travel when traveling in connection with the Project, based on §112.061(7) and (8), Florida Statutes, or their successor and with the prior approval of the County.
- 7.2. Fees paid for securing approval of authorities having jurisdiction over the Project.

- 7.3. Actual expense of reproductions, postage and handling of drawings and specifications.
- 7.4. If authorized in writing in advance by the County, the cost of other expenditures made by the Professional in the interest of the Project provided such expenditures are in accordance with the Scope of Services and Work Order as approved by the County.
- 7.5. If the Professional's duties, obligations, and responsibilities are materially changed through no fault of the Professional after execution of this Agreement, additional compensation shall be paid as provided in “**Exhibit 2 Reimbursable Expense Schedule**”.

8. **Payment.**

- 8.1. As a condition precedent for any payment, the Professional shall submit monthly, unless otherwise agreed in writing by the County, an invoice to the County requesting payment for services properly rendered and expenses due. The Professional's invoice shall describe with reasonable particularity each service rendered, the date thereof, *[the time expended, if billed by hour,]* and the person(s) rendering such service. The Professional's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. If payment is requested for services rendered by Professional, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall bear the signature of the Professional, which signature shall constitute the Professional's representation to the County that the services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of the Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Professional that payment of any portion thereof should be withheld. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Professional to others, including its consultants, incurred in connection with the Project, will be paid in full. The Professional shall submit invoices to the County at the following address:

Sally Palmi, Director  
Alachua County Solid Waste and Resource Recovery Dept.  
5620 NW 120<sup>th</sup> Lane  
Gainesville, Florida 32653



- 8.2. In the event that the County becomes credibly informed that any representations of the Professional relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Professional until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.
- 8.3. The County shall make payment to the Professional, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII (Local Government Prompt Payment Act), Florida Statutes.
- 8.4. Payments shall be made to the following address:

Jones Edmunds and Associates. Inc.  
730 Northeast Waldo Road  
Gainesville, Florida 323641

**9. Personnel.**

- 9.1. The Professional will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the parties anticipate the following parties will perform those functions indicated:

<u>NAME</u>	<u>FUNCTION</u>
Timothy G. Cully, Department Manager	Project Manager
Troy D. Hays, P.G., Senior Department Manager	Professional Geologist Groundwater Professional
George Reinhart, PhD, PE	Professional Engineer Alternate Groundwater Professional
Elizabeth D. Kennelley, Reporting Services	Project Scientist

- 9.2. So long as the individuals named above remain actively employed or able to be retained by the Professional, they shall perform the functions indicated next to their names. The Project Manager or their specific designee may authorize changes to this list in writing.

- 10. Notice.** Except as otherwise provided in this Agreement, any notice of termination or default from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with a signed proof of delivery. For purposes of notice, Professional's and County's representatives are:

County:  
Sally Palmi  
Director, Dept. Solid Waste and Resource Recovery  
5620 NW 120<sup>th</sup> Lane  
Gainesville, FL 32653

Professional:  
Kenneth S. Vogel, PE, Managing Director & Senior Vice President  
Jones Edmunds & Associates, Inc.  
730 Northeast Waldo Road  
Gainesville, Florida 323641

A copy of any notice, request or approval to the County must also be sent to:

J. K. Irby  
Clerk of the Court  
12 SE 1<sup>st</sup> Street  
Gainesville, FL 32601  
ATTN: Finance and Accounting  
and  
Procurement Division  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32601  
Attn: Contracts

## **11. Default and Termination.**

- 11.1. The failure of the Professional to comply with any provision of this Agreement will place the Professional in default. Prior to terminating the Agreement, the County will notify the Professional in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Professional seven (7) days to cure the default. The Director, Department of Solid Waste and Resource Recovery, is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the County Manager is authorized to provide final termination notice on behalf of the County to the Professional.
- 11.2. The County may also terminate the Agreement without cause by providing written notice to the Professional. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Professional will immediately discontinue all services affected (unless the notice directs otherwise); and deliver to the County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Professional's recovery against County shall be limited to that portion of the Agreement amount earned through the

date of termination, but Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

- 11.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours' notice in writing to the Professional. The County will be the final authority as to the availability of funds. The County will pay the Professional for all work completed prior to any notice of termination.

**12. Contract And Work Order In Conflict.** Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

**13. Project Records.**

**13.1. General Provisions:**

13.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

13.1.2. In accordance with Section 119.0701, Florida Statutes, the Professional or Contractor (referred hereinafter in all of the "Project Records" section collectively as "Professional"), *when acting on behalf of the County*, as provided under 119.011(2), F.S., shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Professional or Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.



## 13.2 Confidential Information

- 13.2.1. During the term of this Agreement or license, the Professional may claim that some or all of Professional's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Professional in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Professional as "Confidential Information" or "CI."
- 13.2.2. The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel approved by the County, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.
- 13.2.3. **Project Completion:** Upon completion of, or in the event this Agreement is terminated, the Professional, *when acting on behalf of the County* as provided under 119.011(2), F.S., shall transfer, at no cost, to the County all public records in possession of the Professional or keep and maintain public records required by the County to perform the service. If the Professional transfers all public records to the County upon completion or termination of the agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Professional keeps and maintains public records upon the completion or termination of the agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a

format that is compatible with the information technology systems of the County.

### **13.3. Compliance**

13.3.1. If the Professional does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the contract.

13.3.2. A Professional that fails to provide the public records to the County within a reasonable time may be subject to penalties under s. 119.10

**IF THE PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE PROFESSIONAL SHOULD CONTACT THE DIRECTOR, DEPARTMENT OF SOLID WASTE AND RESOURCE RECOVERY**

- 14. Ownership of Deliverables.** All project deliverables and documents are the sole property of the County and may be used by the County for any purpose. In the event that County makes use of said documents on a project or projects not covered under this Agreement, without Professional's express written consent, such use shall be at the sole discretion, liability, and risk of County.
- 15. Insurance.** The Professional will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Attachment "C."** A current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as Exhibit "3".
- 16. Permits.** The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.
- 17. Laws & Regulations.** The Professional will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Professional is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Professional is not familiar with state and local laws, ordinances, code rules and regulations, the Professional remains liable for any violation and all subsequent damages or fines.
- 18. Indemnification.**
- 18.1. The Professional agrees to indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or

intentionally wrongful conduct of the Professional and other persons employed or utilized by the Design Professional in the performance of the Agreement. Professional agrees that indemnification of the County shall extend to any and all work performed by the Professional, its subcontractors, employees, agents, servants or assigns.

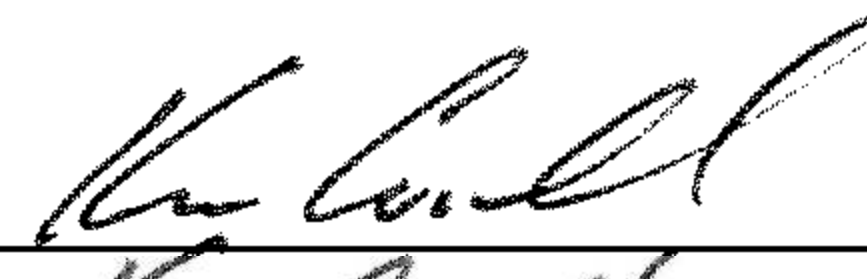
18.2. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

19. **Standard of Care.** The services of the Professional shall be performed with the skill and care which would be exercised by a qualified professional performing similar services at the time and place such services are performed. If the failure to meet these standards results in deficiencies in the substandard architectural or engineering design, the Professional shall furnish, at his own cost and expense, the redesign necessary to correct such deficiencies.
20. **Assignment of Interest.** The Professional and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Professional hereby assigns to the County any and all claims for such overcharges as to goods, materials, or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose of any interest in this Agreement and shall not transfer any interest in same without the prior written consent of the other party.
21. **Successors and Assigns.** The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.
22. **Independent Contractor.** In the performance of this Agreement, the Professional is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by the Professional in the full performance of the Agreement.
23. **Collusion.** By signing this Agreement, the Professional declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.
24. **Conflict of Interest.** The Professional warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.


25. **Prohibition Against Contingent Fees.** As required by §287.055(56), Florida's Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
26. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
27. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect
28. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
29. **Governing Law and Venue.** This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.
30. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
31. **Amendments.** The parties may amend this Agreement only by mutual written Agreement of the parties.
32. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
33. **Counterparts.** This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.
34. **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.
35. **Entire Contract.** This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By:   
Kira Connell, Chair  
Board of County Commissioners  
Date: 2/15/17


ATTEST:

  
Jess K. Irby II, Clerk

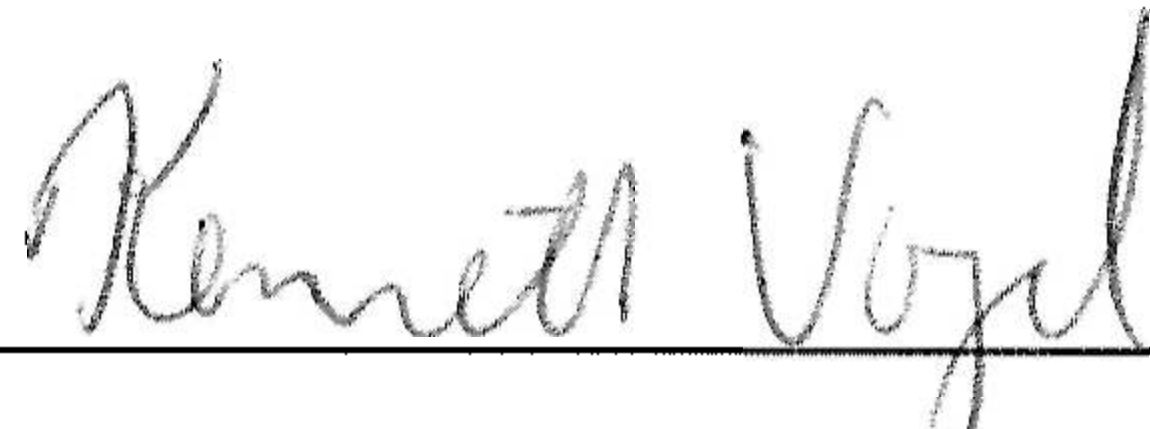
APPROVED AS TO FORM

  
Alachua County Attorney's Office

ATTEST (By Corporate Officer)

By:   
Print: Stanley F. Ferreira, Jr., PE  
Title: President & CEO

PROFESSIONAL

By:   
Print: Kenneth S. Vogel, PE  
Title: Managing Director & Senior Vice President  
Date: February 3, 2017

MUST BE ATTESTED (WITNESSED) BY A DESIGNATED OFFICER OF THE CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION

## **ATTACHMENT A: SCOPE OF SERVICES**

### **Alachua County Annual Landfill Compliance Monitoring Services Fiscal Year 2017**

#### **OVERVIEW**

The scope of work is to conduct Landfill Compliance Monitoring Services for the Alachua County Solid Waste and Resource Recovery Department (ACSWRRD). Landfill Compliance Monitoring includes field sample collection, subcontract laboratory analysis, and reporting results to the Florida Department of Environmental Protection (FDEP) and the ACSWRRD. This work will be conducted from Fourth Quarter 2016 through Third Quarter 2017 – Fiscal Year 2017.

The four sites are Southwest Landfill, Northwest Landfill, Northeast Landfill, and the Auxiliary Northeast Landfill. The ACSWRRD tracks the landfill account for the Southwest Landfill separate from the other three closed landfills. The requirements, schedule, and costs for the Southwest Landfill are provided in Section 1.0. This information for the other three closed landfills is provided in Section 2.0. A summary of Landfill Compliance Monitoring Services Costs and Unit Prices for Contingency Items (Laboratory Analyses) are provided in Section 3.0. A Standard Hourly Rate Schedule and a Reimbursable Expense Schedule for Contingency Services are provided in Exhibits 1 and 2, respectively.



**SECTION 1.0**

**SOUTHWEST LANDFILL**

## 1.0 SOUTHWEST LANDFILL

Compliance monitoring will be conducted according to Permit Minor Modification No. 162541-021-SF (Date of Issue: October 27, 2015). This work will be conducted from Fourth Quarter 2016 through Third Quarter 2017 – Fiscal Year 2017 - according to the schedule in Section 1.0 – Table 1.0. Sampling requirements are shown below.

Station	Southwest Landfill -SWLF Permit Appendix 3.3 - Groundwater Parameters	Water Level
Groundwater Monitoring Wells		
SW-1SN	S	S
SW-1DN	S	S
SW-2D	S	S
SW-3D	S	S
SW-4D	S	S
SW-5D	S	S
SW-6D	S	S
SW-7D	S	S
SW-8D	S	S
SW-9D	S	S
SW-10D	S	S
SW-11D	S	S
SW-13D	S	S
SW-15D	S	S
SW-P5	S	S
SW-P8	S	S
Water Level Only Wells		
SW-2SN		S
SW-3SN		S
SW-5S		S
SW-9S		S
SW-P2		S
SW-P3		S
SW-P9		S
SW-P12		S
SW-P15		S
SW-P20		S
SW-12D		S
SW-16D		S

S = Semiannual requirement.

### Additional Requirements

- Permit Expiration/Renewal:** The permit for this landfill expires August 13, 2023. Costs for permit renewal or permit modification are not included in this Scope of Services.

- Technical Report: The Technical Report is due July 10, 2018. Costs for the technical report are not included in this Scope of Services.
- Stabilization Report: The Stabilization Report is due July 1, 2018. Costs for the stabilization report are not included in this Scope of Services.

## 1.1 CONTINGENCY

Contingency items for landfill compliance monitoring may include:

- Resampling or additional sampling to verify analytical results from the scheduled sampling events. Additional sampling may be requested by the ACSWRRD for informational purposes, or by FDEP.
- Significant written responses to FDEP review of the compliance monitoring reports.
- General support to the ACSWRRD for other items and projects not related to the routine sampling or reporting requirements.

## 1.2 EXCLUSIONS AND CONDITIONS

Work for the Landfill Compliance Monitoring Scope of Services is specifically listed in this document. For additional Environmental Services that may be necessary to support the ACSWRRD not specifically listed in this document, a separate Work Order or Task Assignment will be prepared.

## 1.3 COMPENSATION

Compensation for Landfill Compliance Monitoring Services as listed in this document will be invoiced to the ACSWRRD at the lump-sum unit costs listed in Section 1.0 - Table 2.0, Table 3.0, and Table 4.0.

Additional laboratory analyses beyond those listed in Table 3.0 will be invoiced to the ACSWRRD as listed in Section 3.0 - Table 2.0. Laboratory analyses not listed in Table 2.0 will be invoiced to the ACSWRRD at Cost plus 10%.

Contingency items referenced in Section 1.1 will be invoiced to the ACSWRRD at a time-and-materials basis as listed in Exhibits 1 and 2. This includes the attached "Standard Hourly Rate Schedule" and the "Reimbursable Expense Schedule".

# **SECTION 1.0**

## **TABLES**

Annual Landfill Compliance Monitoring Services - Fiscal Year 2017

Section 1.0 - Attachment A - Table 1.0 - Schedule

	Sampling Deadline	Reporting Deadline
Southwest Landfill		
First Semiannual 2017	2/8/2017	+ 60 Days*
Second Semiannual 2017	8/12/2017	+ 60 Days*
* Reporting Deadline is 60 days from completion of laboratory analyses.		

Annual Landfill Compliance Monitoring Services - Fiscal Year 2017

Section 1.0 - Attachment A - Table 2.0 - Unit Prices for Sampling Events at Alachua County Landfills

Description	Quantity	Unit	Unit Price	Total
Landfill Sampling - First Semiannual 2017				
Southwest Landfill	1	each	\$ 6,110.00	\$ 6,110.00
Landfill Sampling - Second Semiannual 2017				
Southwest Landfill	1	each	\$ 5,370.00	\$ 5,370.00
Total Price Submitted				\$ 11,480.00



Annual Landfill Compliance Monitoring Services - Fiscal Year 2017

Section 1.0 - Attachment A - Table 3.0 - Unit Prices for Laboratory Analysis at Alachua County Landfills

Parameter	Southwest Landfill	Estimated Total Quantity <sup>1</sup>	Unit	Unit Price	Total
Ammonia	0	0	each	\$ 9.30	\$ -
Unionized Ammonia	0	0	each	\$ 19.80	\$ -
Bicarbonate	0	0	each	\$ 9.30	\$ -
Biochemical Oxygen Demand (BOD5)	0	0	each	\$ 17.30	\$ -
Chemical Oxygen Demand	0	0	each	\$ 17.30	\$ -
Chloride	36	36	each	\$ 9.30	\$ 334.80
Chlorophyll A	0	0	each	\$ 49.50	\$ -
Fecal Coliform	0	0	each	\$ 23.10	\$ -
Nitrate	0	0	each	\$ 17.30	\$ -
Nitrate + Nitrite	18	18	each	\$ 17.30	\$ 311.40
Total Dissolved Solids	36	36	each	\$ 8.10	\$ 291.60
Total Hardness	0	0	each	\$ 11.00	\$ -
Total Nitrogen	0	0	each	\$ 38.50	\$ -
Total Organic Carbon	0	0	each	\$ 17.30	\$ -
Total Phosphorus	0	0	each	\$ 20.80	\$ -
Total Suspended Solids	0	0	each	\$ 9.30	\$ -
Arsenic	12	12	each	\$ 8.10	\$ 97.20
Cadmium	0	0	each	\$ 8.10	\$ -
Chromium	14	14	each	\$ 8.10	\$ 113.40
Copper	0	0	each	\$ 8.10	\$ -
Iron	36	36	each	\$ 8.10	\$ 291.60
Lead	0	0	each	\$ 8.10	\$ -
Mercury	0	0	each	\$ 13.90	\$ -
Mercury – Low Level	0	0	each	\$ 82.50	\$ -
Manganese	0	0	each	\$ 8.10	\$ -
Nickel	16	16	each	\$ 8.10	\$ 129.60
Sodium	0	0	each	\$ 8.10	\$ -
Thallium	20	20	each	\$ 8.10	\$ 162.00
Vanadium	10	10	each	\$ 8.10	\$ 81.00
Zinc	0	0	each	\$ 8.10	\$ -
Appendix I (Complete)	0	0	each	\$ 269.50	\$ -
Naphthalene (EPA 602)	0	0	each	\$ 69.30	\$ -
EPA 504	0	0	each	\$ 39.90	\$ -
EPA 601	12	12	each	\$ 66.00	\$ 792.00
EPA 601/602	0	0	each	\$ 85.80	\$ -
EPA 504 Trip Blanks	0	0	each	\$ -	\$ -
EPA 601 Trip Blanks	4	4	each	\$ -	\$ -
EPA 601/602 Trip Blanks	0	0	each	\$ -	\$ -
<b>Total Price Submitted</b>					<b>\$ 2,604.60</b>

<sup>1</sup> Quantities include the number of samples plus estimated number of Quality Assurance samples. Payment will be based on the number of samples actually analyzed.

Annual Landfill Compliance Monitoring Services - Fiscal Year 2017

Section 1.0 - Attachment A - Table 4.0 - Unit Prices for Reporting Events at Alachua County Landfills

Description	Quantity	Unit	Unit Price	Total
Landfill Reporting - First Semiannual 2017				
Southwest Landfill	1	each	\$ 5,540.00	\$ 5,540.00
Landfill Reporting - Second Semiannual 2017				
Southwest Landfill	1	each	\$ 5,540.00	\$ 5,540.00
<b>Total Price Submitted</b>				<b>\$ 11,080.00</b>

## **SECTION 2.0**

**NORTHWEST LANDFILL**

**NORTHEAST LANDFILL**

**AUXILIARY NORTHEAST LANDFILL**

## 2.0 NORTHWEST LANDFILL

Compliance monitoring will be conducted according to Permit No. 0064602-004-SF (Date of Issue: January 25, 2008) and subsequent permit modifications, in particular Permit Modification No. 64602-008-MM (Date of Issue: October 23, 2015). This work will be conducted from Fourth Quarter 2016 through Third Quarter 2017 – Fiscal Year 2017 - according to the schedule in Section 2.0 – Table 1.0. Sampling requirements are shown below.

Station	Northwest Landfill - NWLFP Permit Attachment 3 - Groundwater Parameters - On-Site Monitoring Wells	Northwest Landfill - NWLFP Permit Attachment 4 – Groundwater Parameters - Off-Site Monitoring Wells	Northwest Landfill - EPA 601, EPA 504, and Chloride	Water Level
On-Site Groundwater Monitoring Wells				
NW-1D	S			S
NW-5D	S			S
NW-6D	S			S
NW-7D	S			S
NW-8D	S			S
NW-9D	S			S
NW-10D	S			S
NW-11D	S			S
Off-Site Assessment Wells				
NW-14D		A (S1)		S
NW-15D		S		S
NW-16D		A (S1)		S
NW-17D		A (S1)		S
NW-18D		A (S1)		S
NW-19D		S		S
NW-20D		A (S1)		S
Off-Site Private Wells				
Gorrick		S		-
NW-P26		S		-
NW-P27		A (S1)		S
NW-P28		A (S1)		S
NW-P30		S		S
NW-P38		S		-
NW-P40		S		-
Other Off-Site Wells – Not in Permit – Sampled at County's Discretion				
NW-P56			S	-
Bruck			S	-
Matilsky - House			A (S2)	-
Matilsky - Barn			A (S2)	-
Watson			S	-

Water Level Only Wells				
NW-3D				S
NW-5D				S
NW-12D				S
NW-13D				S

S = Semiannual requirement.

A = Annual requirement - in conjunction with First Semiannual (S1) or Second Semiannual Events (S2).

### Additional Requirements

- Permit Expiration/Renewal: The permit for this landfill expires January 25, 2018. Costs for permit renewal or permit modification are not included in this Scope of Services.
- Technical Report: The Technical Report is due November 26, 2017 at permit renewal. Costs for the technical report are not included in this Scope of Services.
- No additional Contamination Assessment actions are included in this Scope of Services.

## 2.1 NORTHEAST LANDFILL

Compliance monitoring will be conducted according to revised Permit No. 64601-010-SF (Date of Revision: August 18, 2015). This work will be conducted from Fourth Quarter 2016 through Third Quarter 2017 – Fiscal Year 2017 - according to the schedule in Section 2.0 – Table 1.0. Sampling requirements are shown below.

Station	Northeast Landfill - NELF Permit Appendix 3.4 - Groundwater Parameters	Naphthalene EPA 602	Northeast Landfill - NELF Permit Appendix 3.6 – Surface Water Parameters	Water Level
Groundwater Monitoring Wells				
NE-1SN	A (S2)	A (S2)		S
NE-2SN	A (S2)			S
NE-3SN	B (S2) (2018)			S
NE-6SN	A (S2)			S
NE-9SN	A (S2)			S
NE-10SN	A (S2)			S
NE-11SN	A (S2)			S
NE-16SN	A (S2)			S
NE-25SN	A (S2)			S
NE-27SN	S			S
NE-28SN	S			S
NE-29SN	S			S
NE-30SN	S			S

Station	Northeast Landfill - NELF Permit Appendix 3.4 - Groundwater Parameters	Naphthalene EPA 602	Northeast Landfill - NELF Permit Appendix 3.6 – Surface Water Parameters	Water Level
NE-31SN	S			S
NE-6I	B (S2) (2018)			S
Water Level Only Wells				
NE-4SN				S
NE-13SN				S
NE-14SN				S
NE-15SN				S
NE-17SN				S
NE-18SN				S
NE-19SN				S
NE-20SN				S
NE-21SN				S
NE-22SN				S
NE-24SN				S
NE-26SN				S
NE-2I				S
NE-3I				S
NE-2D				S
NE-3D				S
Surface Water Stations				
NE-RTE			S	-

S = Semiannual requirement.

A = Annual requirement - in conjunction with Second Semiannual Events (S2).

B = Biennial requirement – in conjunction with Second Semiannual Events (S2) – 2018.

#### Additional Requirements:

- Permit Expiration/Renewal: The permit for this landfill expires July 29, 2025. Costs for permit renewal or permit modification are not included in this Scope of Services.
- Technical Report: The Technical Report is due August 31, 2020. Costs for the technical report are not included in this Scope of Services.
- No additional Contamination Assessment actions are included in this Scope of Services.

## 2.2 AUXILIARY NORTHEAST LANDFILL

Compliance monitoring will be conducted according to Permit Modification No. 75170-011-SO (Date of Issue: July 6, 2016). This work will be conducted from Fourth Quarter 2016 through Third Quarter 2017 – Fiscal Year 2017 - according to the schedule in Section 2.0 – Table 1.0. Sampling requirements are shown below.



Station	Auxiliary Northeast Landfill - ANELF Permit Appendix 3.3 - Groundwater Parameters	Water Level
Groundwater Monitoring Wells		
WP-A1	S	S
WP-A2	S	S
WP-A3 R	S	S
WP-A4	S	S
WP-A12	S	S
WP-A13	S	S
WP-A15	S	S
WP-A17	S	S
WP-A18	S	S
WP-A19	S	S
WP-A20	S	S
WP-A21	S	S
Water Level Only Wells		
WP-A5		S
WP-A6		S
WP-A7		S
WP-A8		S
WP-A9		S
WP-A10		S
WP-A11		S
WP-A14		S
WP-A16		S

S = Semiannual requirement.

Additional Requirements:

- Permit Expiration/Renewal: The permit for this landfill expires July 1, 2021. Costs for permit renewal or permit modification are not included in this Scope of Services.
- Technical Report: The Technical Report is due April 30, 2021. Costs for the technical report are not included in this Scope of Services.
- No additional Contamination Assessment actions are included in this Scope of Services.

## 2.3 CONTINGENCY

Contingency items for landfill compliance monitoring may include:

- Resampling or additional sampling to verify analytical results from the scheduled sampling events. Additional sampling may be requested by the ACSWRRD for informational purposes, or by FDEP.
- Significant written responses to FDEP review of the compliance monitoring reports.
- General support to the ACSWRRD for other items and projects not related to the routine sampling or reporting requirements.

## 2.4 EXCLUSIONS AND CONDITIONS

Work for the Landfill Compliance Monitoring Scope of Services is specifically listed in this document. For additional Environmental Services that may be necessary to support the ACSWRRD not specifically listed in this document, a separate Work Order or Task Assignment will be prepared.

## 2.5 COMPENSATION

Compensation for Landfill Compliance Monitoring Services as listed in this document will be invoiced to the ACSWRRD at the lump-sum unit costs listed in Section 2.0 - Table 2.0, Table 3.0, and Table 4.0.

Additional laboratory analyses beyond those listed in Table 3.0 will be invoiced to the ACSWRRD as listed in Section 3.0 - Table 2.0. Laboratory analyses not listed in Table 2.0 will be invoiced to the ACSWRRD at Cost plus 10%.

Contingency items referenced in Section 2.3 will be invoiced to the ACSWRRD at a time-and-materials basis as listed in Exhibits 1 and 2. This includes the attached "Standard Hourly Rate Schedule" and the "Reimbursable Expense Schedule".

# **SECTION 2.0**

## **TABLES**

Annual Landfill Compliance Monitoring Services - Fiscal Year 2017

Section 2.0 - Attachment A - Table 1.0 - Schedule

		Sampling Deadline	Reporting Deadline
Northwest Landfill			
	First Semiannual 2017	6/30/2017	+ 60 Days*
	Second Semiannual 2017	12/31/2017	+ 60 Days*
Northeast Landfill			
	First Semiannual 2017	2/28/2017	+ 60 Days*
	Second Semiannual 2017	8/31/2017	+ 60 Days*
Auxiliary Northeast Landfill			
	First Semiannual 2017	2/20/2017	+ 60 Days*
	Second Semiannual 2017	8/20/2017	+ 60 Days*
* Reporting Deadline is 60 days from completion of laboratory analyses.			

Annual Landfill Compliance Monitoring Services - Fiscal Year 2017

Section 2.0 - Attachment A - Table 2.0 - Unit Prices for Sampling Events at Alachua County Landfills

Description	Quantity	Unit	Unit Price	Total
Landfill Sampling - First Semiannual 2017				
Northwest Landfill	1	each	\$ 8,820.00	\$ 8,820.00
Northeast Landfill	1	each	\$ 4,760.00	\$ 4,760.00
Auxiliary Northeast Landfill	1	each	\$ 5,690.00	\$ 5,690.00
Landfill Sampling - Second Semiannual 2017				
Northwest Landfill	1	each	\$ 8,080.00	\$ 8,080.00
Northeast Landfill	1	each	\$ 5,590.00	\$ 5,590.00
Auxiliary Northeast Landfill	1	each	\$ 4,980.00	\$ 4,980.00
<b>Total Price Submitted</b>				<b>\$ 37,920.00</b>

Annual Landfill Compliance Monitoring Services - Fiscal Year 2017

Section 2.0 - Attachment A - Table 3.0 - Unit Prices for Laboratory Analysis at Alachua County Landfills

Parameter	Northwest Landfill	Northeast Landfill	Auxiliary Northeast Landfill	Estimated Total Quantity <sup>1</sup>	Unit	Unit Price	Total
Ammonia	0	26	4	30	each	\$ 9.30	\$ 279.00
Unionized Ammonia	0	4	0	4	each	\$ 19.80	\$ 79.20
Bicarbonate	0	28	33	61	each	\$ 9.30	\$ 567.30
Biochemical Oxygen Demand (BOD5)	0	4	0	4	each	\$ 17.30	\$ 69.20
Chemical Oxygen Demand	0	0	0	0	each	\$ 17.30	\$ -
Chloride	55	25	33	113	each	\$ 9.30	\$ 1,050.90
Chlorophyll A	0	0	0	0	each	\$ 49.50	\$ -
Fecal Coliform	0	0	0	0	each	\$ 23.10	\$ -
Nitrate	17	9	0	26	each	\$ 17.30	\$ 449.80
Nitrate + Nitrite	0	0	0	0	each	\$ 17.30	\$ -
Total Dissolved Solids	41	28	33	102	each	\$ 8.10	\$ 826.20
Total Hardness	0	4	0	4	each	\$ 11.00	\$ 44.00
Total Nitrogen	0	0	0	0	each	\$ 38.50	\$ -
Total Organic Carbon	41	0	18	59	each	\$ 17.30	\$ 1,020.70
Total Phosphorus	0	0	0	0	each	\$ 20.80	\$ -
Total Suspended Solids	0	0	0	0	each	\$ 9.30	\$ -
Arsenic	0	4	8	12	each	\$ 8.10	\$ 97.20
Cadmium	0	4	0	4	each	\$ 8.10	\$ 32.40
Chromium	0	4	0	4	each	\$ 8.10	\$ 32.40
Copper	0	4	0	4	each	\$ 8.10	\$ 32.40
Iron	41	28	18	87	each	\$ 8.10	\$ 704.70
Lead	0	4	0	4	each	\$ 8.10	\$ 32.40
Mercury	31	0	0	31	each	\$ 13.90	\$ 430.90
Mercury – Low Level	0	4	0	4	each	\$ 82.50	\$ 330.00
Manganese	12	0	0	12	each	\$ 8.10	\$ 97.20
Nickel	0	0	0	0	each	\$ 8.10	\$ -
Sodium	0	4	18	22	each	\$ 8.10	\$ 178.20
Thallium	0	0	0	0	each	\$ 8.10	\$ -
Vanadium	0	0	0	0	each	\$ 8.10	\$ -
Zinc	0	4	0	4	each	\$ 8.10	\$ 32.40
Appendix I (Complete)	0	0	0	0	each	\$ 269.50	\$ -
Naphthalene (EPA 602)	0	2	0	2	each	\$ 69.30	\$ 138.60
EPA 504	56	0	0	56	each	\$ 39.90	\$ 2,234.40
EPA 601	56	0	2	58	each	\$ 66.00	\$ 3,828.00
EPA 601/602	0	28	30	58	each	\$ 85.80	\$ 4,976.40
EPA 504 Trip Blanks	12	0	0	12	each	\$ -	\$ -
EPA 601 Trip Blanks	12	0	0	12	each	\$ -	\$ -
EPA 601/602 Trip Blanks	0	7	8	15	each	\$ -	\$ -
<b>Total Price Submitted</b>							<b>\$ 17,563.90</b>

<sup>1</sup> Quantities include the number of samples plus estimated number of Quality Assurance samples. Payment will be based on the number of samples actually analyzed.



Annual Landfill Compliance Monitoring Services - Fiscal Year 2017

Section 2.0 - Attachment A - Table 4.0 - Unit Prices for Reporting Events at Alachua County Landfills

Description	Quantity	Unit	Unit Price	Total
Landfill Reporting - First Semiannual 2017				
Northwest Landfill	1	each	\$ 8,550.00	\$ 8,550.00
Northeast Landfill	1	each	\$ 5,220.00	\$ 5,220.00
Auxiliary Northeast Landfill	1	each	\$ 4,720.00	\$ 4,720.00
Landfill Reporting - Second Semiannual 2017				
Northwest Landfill	1	each	\$ 8,550.00	\$ 8,550.00
Northeast Landfill	1	each	\$ 6,480.00	\$ 6,480.00
Auxiliary Northeast Landfill	1	each	\$ 4,720.00	\$ 4,720.00
<b>Total Price Submitted</b>				<b>\$ 38,240.00</b>

## **SECTION 3.0**

### **SUMMARY OF LANDFILL COMPLIANCE MONITORING COSTS**

### **UNIT PRICES FOR CONTINGENCY LABORATORY ANALYSES**

Landfill Compliance Monitoring Services - Fiscal Year 2017

Section 3.0 - Attachment A - Table 1.0 - Cost Summary - Landfill Compliance Monitoring Services

Southwest Landfill	
Sampling Events - Total Price Submitted	\$ 11,480.00
Laboratory Analysis - Total Price Submitted	\$ 2,604.60
Reporting Events - Total Price Submitted	\$ 11,080.00
Subtotal	\$ 25,164.60

Northwest, Northeast, and Auxiliary Northeast Landfills	
Sampling Events - Total Price Submitted	\$ 37,920.00
Laboratory Analysis - Total Price Submitted	\$ 17,563.90
Reporting Events - Total Price Submitted	\$ 38,240.00
Subtotal	\$ 93,723.90

Total	\$ 118,888.50
Contingency (10% of Subtotal)	\$ 11,888.90
<b>Total Price Submitted - Landfill Compliance Monitoring Services</b>	<b>\$ 130,777.40</b>

Landfill Compliance Monitoring Services - Fiscal Year 2017

Section 3.0 - Attachment A - Table 2.0 - Unit Prices for Contingency Items at Alachua County Landfills

Parameter or Parameter Group	Unit Cost
Ammonia	\$ 9.30
Unionized Ammonia	\$ 19.80
Bicarbonate	\$ 9.30
Biochemical Oxygen Demand (BOD5)	\$ 17.30
Chemical Oxygen Demand	\$ 17.30
Chloride	\$ 9.30
Chlorophyll A	\$ 49.50
Fecal Coliform	\$ 23.10
Nitrate	\$ 17.30
Nitrate + Nitrite	\$ 17.30
Total Dissolved Solids	\$ 8.10
Total Hardness	\$ 11.00
Total Nitrogen	\$ 38.50
Total Organic Carbon	\$ 17.30
Total Phosphorus	\$ 20.80
Total Suspended Solids	\$ 9.30
Arsenic	\$ 8.10
Cadmium	\$ 8.10
Chromium	\$ 8.10
Copper	\$ 8.10
Iron	\$ 8.10
Lead	\$ 8.10
Mercury	\$ 13.90
Mercury – Low Level	\$ 82.50
Manganese	\$ 8.10
Nickel	\$ 8.10
Sodium	\$ 8.10
Thallium	\$ 8.10
Vanadium	\$ 8.10
Zinc	\$ 8.10
Appendix I (Complete)	\$ 269.50
Naphthalene (EPA 602)	\$ 69.30
EPA 504	\$ 39.90
EPA 601	\$ 66.00
EPA 601/602	\$ 85.80
Expedited Laboratory Analysis (1 week)	50%
Expedited Laboratory Analysis (2 days)	100%
Other laboratory analytical costs not listed herein will be invoiced at Cost + 10%.	

**EXHIBIT 1**  
**METHOD OF ADDITIONAL COMPENSATION**  
**STANDARD HOURLY RATE SCHEDULE**



**STANDARD HOURLY RATES**  
**Alachua County Annual Landfill Compliance Monitoring Services**  
**October 1, 2016 through September 30, 2017 (FY 2017)**

<b>Labor Category</b>	<b>Hourly Rate</b>
Project Officer	\$ 235
Senior Project Manager	\$ 200
Project Manager	\$ 170
Chief Engineer or Scientist	\$ 215
Senior Engineer	\$ 210
Senior Scientist	\$ 160
Project Engineer or Scientist	\$ 145
Engineer or Scientist	\$ 120
Engineer Intern or Associate Scientist	\$ 100
Designer	\$ 120
Senior CADD Designer	\$ 115
CADD Designer	\$ 95
Senior CADD Technician	\$ 85
CADD Technician	\$ 75
Senior GIS Analyst or Senior GIS Programmer	\$ 125
GIS Analyst or Programmer	\$ 100
Senior GIS Technician	\$ 80
GIS Technician	\$ 70
Senior Database Administrator	\$ 165
Database Administrator	\$ 120
Environmental Data Analyst	\$ 90
Senior Field Technician Environmental	\$ 90
Field Technician Environmental	\$ 80
Senior Construction Administrator	\$ 145
Construction Administrator	\$ 120
Senior Field Representative Construction	\$ 105
Field Representative Construction	\$ 85
Construction Project Coordinator	\$ 70
Senior Administrative Assistant	\$ 85
Administrative Assistant	\$ 65
Senior Technical Editor	\$ 110

Travel – Company Vehicle – \$0.60/mile plus 15%

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

Subconsultants – Cost plus 15%



**EXHIBIT 2**  
**METHOD OF ADDITIONAL COMPENSATION**  
**REIMBURSABLE EXPENSE SCHEDULE**

**Alachua County  
Annual Landfill Compliance Monitoring Services  
Fiscal Year 2017**

**REIMBURSABLE EXPENSE SCHEDULE**

**REPRODUCTION COSTS**

Color Copies	
8-1/2 x 11 and 8-1/2 x 14	\$0.50 page
11x17	\$0.75 page
Black and White Copies	
8-1/2 x 11 and 8-1/2 x 14	\$0.05 page
11x17	\$0.10 page
KIP Plotter	\$0.125 square foot
Mylars	actual cost + 10%

**OFFICE SUPPLIES**

Project-specific office supplies	actual cost + 10%
Computer disks, tapes	actual cost + 10%

**EQUIPMENT RENTAL**

GPS Equipment	\$5.00 hour
RTK Unit (Survey Grade)	\$25.00 hour
Equipment rental	actual cost +10%

**TRAVEL EXPENSES**

Jones Edmunds vehicle	\$0.60 mile
Rental vehicle	actual cost + 10%
Personal vehicle mileage	current IRS rate + 10%
Other travel expenses in accordance with FS Chapter 112.061	

**COMPUTER SERVICES**

CADD	\$12.50 hour
GIS	\$5.00 hour
HYDR (Hydraulic Modeling)	\$7.50 hour
SKM Power	\$10.00 hour

**CONSULTANTS**

Subconsultant services	actual cost + 10%
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**DELIVERY SERVICES**

Couriers and delivery services (UPS, FedEx)	actual cost + 10%
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**ATTACHMENT B:**  
**WORK ORDER NOTICE TO PROCEED FOR CONTINUING CONTRACTS**

**WORK ORDER NO:** \_\_\_\_\_  
**BILLING/INVOICE REFERENCE NO.:** \_\_\_\_\_  
**PROJECT NUMBER:** \_\_\_\_\_  
**PROJECT DESCRIPTION:**

**County:** Alachua County, a political subdivision of the State of Florida.

**Date Issued:** \_\_\_\_\_

**PROFESSIONAL:**

**PROFESSIONAL'S ADDRESS:**

Execution of the Work Order by County shall serve as authorization for the Professional to provide for the above project, professional services as set out in the Scope of Services attached as Exhibit "A," to that certain Agreement of \_\_\_\_\_ between the County and the Professional and further delineated in the specifications, conditions, and requirements stated in the following listed documents which are attached hereto and made a part hereof.

**ATTACHMENTS:**

- ☐ drawings/plans/specifications
- ☐ scope of services
- ☐ special conditions
- ☐ \_\_\_\_\_

The Professional shall provide said services pursuant to this Work Order, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

**TIME FOR COMPLETION:** The work authorized by this Work Order shall be commenced upon ☐ the date written above or upon issuance of a ☐ Notice to Proceed by County and shall be completed within \_\_\_\_\_ (\_\_\_\_) calendar days.

**METHOD OF COMPENSATION:**

(a) This Work Order is issued on a:

- ☐ fixed fee basis
- ☐ time basis method with a not-to-exceed amount
- ☐ time basis method with a limitation of funds amount

(b) If the compensation is based on a "Fixed Fee Basis," then the Professional shall perform all work required by this Work Order for the sum of \_\_\_\_\_ DOLLARS

(\$\_\_\_\_\_). In no event shall the Professional be paid more than the Fixed Fee Amount.

(c) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then the Professional shall perform all work required by this Work Order for a sum not exceeding \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_). The Professional's compensation shall be based on the actual work required by this Work Order.

(d) If the compensation is based on a "Time Basis Method" with a Limitation of Funds Amount, then the Professional is not authorized to exceed the Limitation of Funds amount of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) without prior written approval of the County. Such approval, if given by the County, shall indicate a new Limitation of Funds amount. The Professional shall advise the County whenever the Professional has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The County shall compensate the Professional for the actual work performed under this Work Order.

The County shall make payment to the Professional in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by the Professional that this Work Order, until executed by the County, does not authorize the performance of any services by the Professional and that the County, prior to its execution of the Work Order, reserves the right to authorize a party other than the Professional to perform the services called for under this Work Order if it is determined that to do so is in the best interest of the County.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Work Order on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purposes stated herein.

**PROFESSIONAL:**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
signature

Title: \_\_\_\_\_  
Print Name and Title

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

**ALACHUA COUNTY, FLORIDA**

By: \_\_\_\_\_  
Alachua County

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

**ATTACHMENT B-1: AMENDMENT TO WORK ORDER FOR CONTINUING CONTRACTS**

AMENDMENT # \_\_\_\_\_  
NTP/Project # \_\_\_\_\_  
Date Issued: \_\_\_\_\_  
Professional: \_\_\_\_\_  
Invoicing Reference # \_\_\_\_\_  
Contract Manager: \_\_\_\_\_  
Project #: \_\_\_\_\_

<b>Work Order Description:</b>
<b>Deliverable(s):</b>

Original Work Order Price:	
Total of Prior Approved Changes	
Amount of this Change in Work Order Add or (deduct)	
New Work Order Price with This Amendment:	

Original Completion Date: \_\_\_\_\_ (\_\_\_\_\_ days after NTP)  
New Completion Date: \_\_\_\_\_ (\_\_\_\_\_ days after NTP)  
Not valid until signed by County

**ALACHUA COUNTY:**  
  
**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**PROFESSIONAL:**  
  
**By:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

## **ATTACHMENT C: INSURANCE REQUIREMENTS**

### **TYPE "C" INSURANCE REQUIREMENTS**

#### **"Professional or Consulting Services"**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, its agents, representatives, employees or subcontractors.

I. **COMMERCIAL GENERAL LIABILITY.**

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

II. **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 \$1,000,000 combined single limit each accident.

III. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.**

A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B 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.

IV. **PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).**

Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate

V. **OTHER INSURANCE PROVISIONS.**

A The policies are to contain, or be endorsed to contain, the following provisions:

B Commercial General Liability and Automobile Liability Coverages

1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

2 The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

C All Coverages

The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if coverage is provided under a "claims made" or "per occurrence" form. If any coverage is provided under claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

VI. **SUBCONTRACTORS**

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

**CERTIFICATE HOLDER:**           **Alachua County Board of County Commissioners**

**MAIL, EMAIL or FAX CERTIFICATES TO:**

**Risk Management**

12 SE 1<sup>st</sup> Street, 3<sup>rd</sup> Floor

Gainesville, FL 32601

[dryon@alachuacounty.us](mailto:dryon@alachuacounty.us)

Phone: 352-374-5297

Fax: 352-381-0168

Attn: Darlene Ryon

### **EXHIBIT 3: Certificate of Insurance**

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

2/2/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>USI Insurance Services, LLC,</b> <b>1715 N. Westshore Blvd. Suite 700</b> <b>Tampa, FL 33607</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): 813 321-7500</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: <b>Phoenix Insurance Company</b></td> <td><b>25623</b></td> </tr> <tr> <td>INSURER B: <b>Travelers Indemnity Company</b></td> <td><b>25658</b></td> </tr> <tr> <td>INSURER C: <b>Travelers Casualty and Surety C</b></td> <td><b>31194</b></td> </tr> <tr> <td>INSURER D: <b>XL Specialty Insurance Company</b></td> <td><b>37885</b></td> </tr> <tr> <td>INSURER E: <b>Travelers Property Cas. Co. of</b></td> <td><b>25674</b></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: <b>Phoenix Insurance Company</b>	<b>25623</b>	INSURER B: <b>Travelers Indemnity Company</b>	<b>25658</b>	INSURER C: <b>Travelers Casualty and Surety C</b>	<b>31194</b>	INSURER D: <b>XL Specialty Insurance Company</b>	<b>37885</b>	INSURER E: <b>Travelers Property Cas. Co. of</b>	<b>25674</b>	INSURER F:	
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INSURER F:															
<b>INSURED</b> <b>Jones Edmunds &amp; Associates, Inc.</b> <b>730 N.E. Waldo Road</b> <b>Gainesville, FL 32641</b>															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	6801951L902	06/30/2016	06/30/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	BA1958L731	06/30/2016	06/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	X	X	CUP6513Y228	06/30/2016	06/30/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB3911T035	06/30/2016	06/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			DPR9806879	06/30/2016	06/30/2017	\$5,000,000 per claim \$5,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

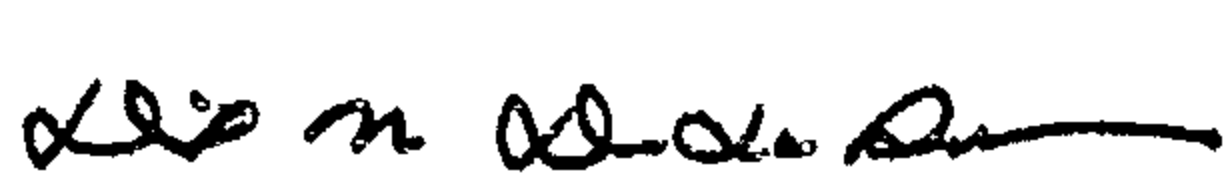
Professional Liability coverage is written on a claims-made basis.

RE: RFP 17-140, Continuing Services Agreement for Annual Landfill Compliance Monitoring

The Alachua County Board of County Commissioners, its officials, employees and volunteers are named as Additional Insured on all policies listed except workers compensation and professional liability as required by written contract.

Thirty (30) days prior written notice of cancellation or material change except 10 days for non-payment of premium will be given on all policies listed.

**CERTIFICATE HOLDER****CANCELLATION**

<b>Alachua County Board of County Commissioners</b> <b>ATTN: Risk Management</b> <b>12 SE 1st Street, 3rd Floor</b> <b>Gainesville, FL 32601</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> 
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## ATTACHMENT D: Certification of Meeting Alachua County Wage Ordinance

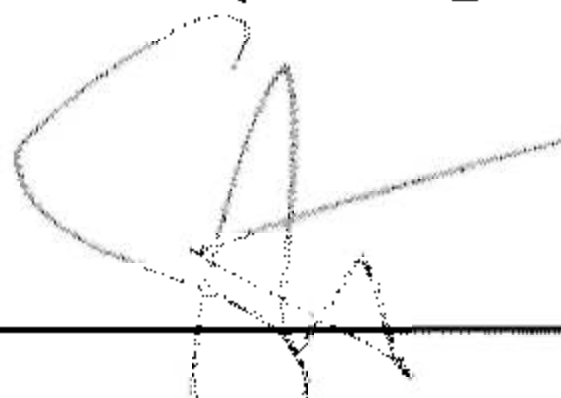
The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance ("Wage Ordinance").

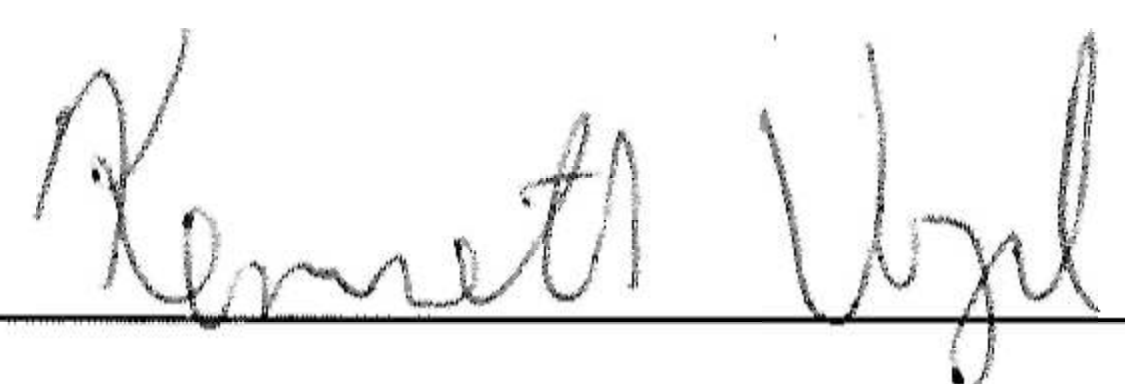
Corporate Name: Jones Edmunds & Associates, Inc.  
Address 730 NE Waldo Road  
City/State/Zip Gainesville, FL 32641  
Phone Number 352-377-5821  
Point of Contact Timothy G. Cully

Project Description: Annual Landfill Compliance Monitoring

### CONTRACTOR

ATTEST (By Corporate Officer)

By:   
Print: Stanley F. Ferreira, Jr., PE  
Title: President & CEO

By:   
Print: Kenneth & Vogel, PE  
Title: Managing Director & Senior Vice President  
Date: February 3, 2017

**MUST BE ATTESTED (WITNESSED) BY A DESIGNATED OFFICER OF THE CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION**





# Agenda

## ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

Jack Durrance Auditorium  
Second Floor  
12 SE 1st Street  
9:00AM

February 14, 2017 BoCC Regular Meeting 9:00AM

### Agenda Item #41.

#### Agenda Item Name:

Request approval of the agreement with Jones Edmunds and Associates for landfill compliance monitoring and consulting services

#### Item Description:

The County released a Request for Proposals (RFP 17-140) for 1) Annual Landfill Compliance Monitoring and 2) Solid Waste and Resource Recovery Consulting Services. The County received a response from three (3) vendors for Task #2 and the rankings are as follows:

1. Cornerstone Environmental Group, LLC
2. Jones Edmunds & Associates, Inc.
3. HDR Associates, Inc.

RFP 17-140, 1) Annual Landfill Compliance Monitoring and 2) Solid Waste and Resource Recovery Consulting Services were advertised on March 23, 2016 and March 30, 2016.

The County received a response from three (3) vendors for Task #2 of this RFP, however, only one (1) of the three (3) responded to both Task #1 and #2. After the Evaluation Committee reviewed all of the vendors, the vendors were ranked in the following order, 1) Cornerstone Environmental Group, LLC, 2) Jones Edmunds & Associates, Inc., and 3) HDR Engineering, Inc.

On August 9, 2016, the Board of County Commissioners authorized staff to begin negotiating an agreement with Jones Edmunds and Associates, for Compliance monitoring of closed landfills and additional Solid Waste and Resource Recovery Consulting Services.

#### Recommended Action:

Approve the Agreement with Jones Edmunds and Associates for Landfill Compliance Monitoring and Consulting Services

#### Prior Board Motions

N/A

**Fiscal Consideration:**

Compliance monitoring is needed to keep the county in compliance with Florida Department of Environmental Protection permitting and statutory requirements for closed landfills. In addition to compliance monitoring, contract is for consulting services on an as-needed basis which may include contamination assessments, remediation projects, financial evaluations, efficiency studies and other solid waste projects which require solid waste consulting expertise.

Closed Landfills (400.76.7633)	\$103,096
Closure/Post-closure (406.76.7650)	<u>\$ 27,681</u>
Total Budgeted	\$130,777

**Background:**

The County is responsible for performing landfill compliance monitoring on four (4) closed landfills as prescribed through permits issued by the Florida Department of Environmental Protection (FDEP). The County is also required to provide financial assurance costs, permit renewals and modifications as required by state and federal regulations. In addition, Engineering and Solid Waste consulting services as required on an as-needed basis for contamination assessments, remediation projects, financial evaluations, efficiency studies and other solid waste projects which require solid waste consulting expertise.

RFP 17-140, 1) Annual Landfill Compliance Monitoring and 2) Solid Waste and Resource Recovery Consulting Services were advertised on March 23, 2016 and March 30, 2016. The County received a response from three (3) vendors for Task #2 of this RFP, however, only one (1) of the three (3) responded to both Task #1 and #2. After the Evaluation Committee reviewed all of the vendors, the vendors were ranked in the following order, 1) Cornerstone Environmental Group, LLC, 2) Jones Edmunds & Associates, Inc., and 3) HDR Engineering, Inc. On August 9, 2016, the Board of County Commissioners authorized staff to begin negotiating an agreement with Jones Edmunds and Associates, for Compliance monitoring of closed landfills and additional Solid Waste and Resource Recovery Consulting Services.