

**THIRD AMENDMENT TO CONTINUING SERVICES AGREEMENT #7436**  
**BETWEEN ALACHUA COUNTY AND**  
**JONES EDMUNDS & ASSOCIATES, INC. FOR ANNUAL LANDFILL COMPLIANCE**  
**MONITORING**

**THIS THIRD AMENDMENT TO THE AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2020, by and 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.**, a Florida profit corporation with a principal business address of 730 NE Waldo Road, Gainesville, Florida 32641, hereinafter referred to as "Professional"(collectively, the County and the Professional are referred to herein as the "Parties).

**W I T N E S S E T H:**

**WHEREAS**, in the County issued Request for Proposal (RFP) #17-140 seeking proposals from licensed professionals for the provision of **Annual Landfill Compliance Monitoring and Solid Waste and Resource Recovery Consulting Services**; and

**WHEREAS**, after evaluating and considering all timely proposals received in response to RFP #17-140, the County identified the Professional as the top ranked firm and entered into the *Continuing Services Agreement between Alachua County and Jones Edmunds & Associates for Annual Landfill Compliance Monitoring* dated February 14, 2017 (the "Agreement") with a Term extending through September 30, 2018; and

**WHEREAS**, the Parties entered a First Amendment to Agreement dated March 13, 2018 (the "First Amendment"), through which the Parties updated the Scope of Services contained in the Agreement, updated the Compensation provision with the inclusion of a not to exceed Agreement Price, and updated the Agreement to include the Alachua County Code of Ordinances, Chapter 22, Article III ("Wage Ordinance") with the new Alachua County Minimum Wage; and

**WHEREAS**, the Parties previously entered into the Second Amendment to the Agreement (the "Second Amendment), dated January 22, 2019 through which the County elected to exercise its first option to renew the Term of the Agreement for a two year period extending through September 30, 2020 ("First Renewal Option Term") the Parties amended the Agreement to reflect an increase in the Alachua County Minimum Wage as mandated by the Alachua County Code of Ordinances, Chapter 22, Article III ("Wage Ordinance"), and updated the Scope of Services for the services to be rendered to Alachua County in Fiscal Years 2019 and 2020;and

**WHEREAS**, the County has elected to exercise its second option to renew the Term of the Agreement and to update the Scope of Services for a two year period extending through September 30, 2022 (the "Second and Final Option Term"), to reflect a further increase in the Alachua County Minimum Wage as mandated by the Alachua County Code of Ordinances, Chapter 22, Article III ("Wage Ordinance"), to updated the Scope of Services for the services to be rendered to Alachua County in Fiscal Years 2021 and 2022, and to add a provision which allow the Parties to execute this, and any future Amendments, through electronic means.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties hereby agree to amend the Agreement as follows:

- A. **PARAGRAPH #1** of the Agreement, **Term**, is amended and replaced in its entirety to read:

This Third Amendment shall be effective upon execution by both Parties and shall continue through September 30, 2022, unless earlier terminated as provided herein. This is the final renewal option for this Agreement.

The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

- B. **ATTACHMENT A** of the Agreement, Scope of Service, is hereby deleted in its entirety and replaced with the revised **Attachment A**, which is attached to this Third Amendment.

- C. **PARAGRAPH #6** of the Agreement, **Alachua County Minimum Wage**, is amended and replaced in its entirety to read:

**6. Alachua County Minimum Wage:** The Work performed through this Agreement is 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. "Covered Employees," as defined in Sec. 22.45 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Contract.

6.1. Current required Alachua County Government Minimum Wage is \$14.50 per hour when health benefits are provided at the equivalent value of \$2.00 per hour and \$15.60 when health benefits are not provided (collectively, the "Minimum Wage").

6.2. The County may amend the applicable Minimum Wage on or before October 1st of each year.

6.3. The Professional 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 Professional 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 Professional is responsible to make any person submitting a bid for a subcontract for covered Work 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, Florida Statutes.

6.6. The Professional 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 Professional and subcontractor.

**D. Attachment D** to the Agreement, **Certification of Meeting Alachua County Minimum Wage Ordinance**, referenced in Section #5 of the Agreement, **Alachua County Minimum Wage**, is hereby deleted in its entirety and replaced with the revised **Attachment D**, which is attached to this Third Amendment.

**E. SECTION # 33** of the Agreement, **Electronic Signatures**, is added to read:

The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

**F.** This Third Amendment is effective commencing October 1, 2020 after execution by all Parties.

**G.** SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Agreement, as previously amended, shall be and remain in full force and effect.

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

ALACHUA COUNTY, FLORIDA

By: \_\_\_\_\_  
Robert Hutchinson, Chair  
Board of County Commissioners

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

ATTEST:

APPROVED AS TO FORM

DocuSigned by:  
David Forziano  
70E5E81DBE1E4D3  
Alachua County Attorney's Office

\_\_\_\_\_  
J.K. "Jess" Irby, Esq., Clerk  
  
(SEAL)

ATTEST:  
By: Linda Lyles  
Print: Linda Lyles  
Title: Contract Specialist

JONES EDMUNDS & ASSOCIATES, INC.  
By: Stanley F. Ferreira, Jr., PE  
Print: Stanley F. Ferreira, Jr., PE  
Title: President & CEO  
Date: 9/2/2020

KVogel 9/1/2020

**IF THE PROFESSIONAL IS INCORPORATED OR NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF ENCUMBANCY AND AUTHORIZATION, OR A CORPORATE RESOLUTION, STATING THAT THE INDIVIDUAL EXECUTING THIS AGREEMENT IS AUTHORIZED TO EXECUTE IT ON BEHALF OF YOUR CORPORATION. IF NOT INCORPORATED, THE VENDOR'S SIGNATURE SHOULD BE NOTARIZED.**

## **ATTACHMENT "A"**

# **ALACHUA COUNTY SCOPE OF SERVICES FOR FISCAL YEAR 2021 AND FISCAL YEAR 2022 ANNUAL LANDFILL COMPLIANCE MONITORING SERVICES**

**OCTOBER 1, 2020 THROUGH  
SEPTEMBER 30, 2022**

July 2020

**Alachua County  
Scope of Services  
Fiscal Year 2021 and Fiscal Year 2022  
Annual Landfill Compliance Monitoring Services  
October 1, 2020 through September 30, 2022**

**1.0 OVERVIEW**

The scope of work is to conduct Annual 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 2020 through Third Quarter 2022 – Fiscal Year 2021 and Fiscal Year 2022.

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 Annual 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 Exhibit 1.

# **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 Modification: October 27, 2015). This work will be conducted from Fourth Quarter 2020 through Third Quarter 2022 – Fiscal Year 2021 and Fiscal Year 2022 – according to the schedule in Section 1.0 – Table 1.0. Sampling requirements are shown below.

Station	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. Permit renewal is due by June 13, 2023. Costs for permit renewal or permit modification are not included in this Scope of Services.
- Technical Report: The Technical Report is due June 13, 2023. Costs for the Technical Report are not included in this Scope of Services.
- Stabilization Report: The Stabilization Report is due June 13, 2023. Costs for the Stabilization Report are not included in this Scope of Services.
- Long-Term Care Plan: An update of the Long-Term Care Plan is due June 13, 2023. Costs for the Long-Term Care Plan update 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 Annual 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 Annual 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 Exhibit 1. This includes the attached "Standard Hourly Rates" schedule and the "Reimbursable Expense Schedule".

## **SECTION 1.0 TABLES**

Annual Landfill Compliance Monitoring Services  
Fiscal Year 2021 and Fiscal Year 2022

Section 1.0 - Attachment A - Table 1.0 - Schedule

	Sampling Deadline	Reporting Deadline
Southwest Landfill		
First Semiannual 2021	2/8/2021	+ 60 Days*
Second Semiannual 2021	8/12/2021	+ 60 Days*
First Semiannual 2022	2/8/2022	+ 60 Days*
Second Semiannual 2022	8/12/2022	+ 60 Days*
* Reporting Deadline is 60 days from completion of laboratory analyses.		

Annual Landfill Compliance Monitoring Services  
Fiscal Year 2021 and Fiscal Year 2022

Section 1.0 - Attachment A - Table 2.0 - Unit Prices for Sampling Events

Description	Quantity	Unit	Unit Price	Total
Landfill Sampling - First Semiannual 2021				
Southwest Landfill	1	each	\$ 6,290.00	\$ 6,290.00
Landfill Sampling - Second Semiannual 2021				
Southwest Landfill	1	each	\$ 5,530.00	\$ 5,530.00
Landfill Sampling - First Semiannual 2022				
Southwest Landfill	1	each	\$ 6,290.00	\$ 6,290.00
Landfill Sampling - Second Semiannual 2022				
Southwest Landfill	1	each	\$ 5,530.00	\$ 5,530.00
<b>Total Price Submitted</b>				<b>\$ 23,640.00</b>

## Annual Landfill Compliance Monitoring Services Fiscal Year 2021 and Fiscal Year 2022

### Section 1.0 - Attachment A - Table 3.0 - Unit Prices for Laboratory Analysis

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	72	72	each	\$ 9.30	\$ 669.60
Chlorophyll A	0	0	each	\$ 49.50	\$ -
Fecal Coliform	0	0	each	\$ 23.10	\$ -
Nitrate	0	0	each	\$ 17.30	\$ -
Nitrate + Nitrite	36	36	each	\$ 17.30	\$ 622.80
Total Dissolved Solids	72	72	each	\$ 8.10	\$ 583.20
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	24	24	each	\$ 8.10	\$ 194.40
Cadmium	0	0	each	\$ 8.10	\$ -
Chromium	28	28	each	\$ 8.10	\$ 226.80
Copper	0	0	each	\$ 8.10	\$ -
Iron	72	72	each	\$ 8.10	\$ 583.20
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	32	32	each	\$ 8.10	\$ 259.20
Sodium	0	0	each	\$ 8.10	\$ -
Thallium	40	40	each	\$ 8.10	\$ 324.00
Vanadium	20	20	each	\$ 8.10	\$ 162.00
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	24	24	each	\$ 66.00	\$ 1,584.00
EPA 601/602	0	0	each	\$ 85.80	\$ -
EPA 504 Trip Blanks	0	0	each	\$ -	\$ -
EPA 601 Trip Blanks	8	8	each	\$ -	\$ -
EPA 601/602 Trip Blanks	0	0	each	\$ -	\$ -
<b>Total Price Submitted</b>					<b>\$ 5,209.20</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 2021 and Fiscal Year 2022

Section 1.0 - Attachment A - Table 4.0 - Unit Prices for Reporting Events

Description	Quantity	Unit	Unit Price	Total
Landfill Reporting - First Semiannual 2021				
Southwest Landfill	1	each	\$ 5,700.00	\$ 5,700.00
Landfill Reporting - Second Semiannual 2021				
Southwest Landfill	1	each	\$ 5,700.00	\$ 5,700.00
Landfill Reporting - First Semiannual 2022				
Southwest Landfill	1	each	\$ 5,700.00	\$ 5,700.00
Landfill Reporting - Second Semiannual 2022				
Southwest Landfill	1	each	\$ 5,700.00	\$ 5,700.00
<b>Total Price Submitted</b>				<b>\$ 22,800.00</b>

**SECTION 2.0**  
**NORTHWEST LANDFILL**  
**NORTHEAST LANDFILL**  
**AUXILIARY NORTHEAST LANDFILL**



## 2.0 NORTHWEST LANDFILL

Compliance monitoring will be conducted according to Renewal Permit No. 64602-009-SO (Date of Issue: August 28, 2018). This work will be conducted from Fourth Quarter 2020 through Third Quarter 2022 – Fiscal Year 2021 and Fiscal Year 2022 – according to the schedule in Section 2.0 – Table 1.0. Sampling requirements are shown below.

Station	NWLF Permit Appendix 3.4 (a) Groundwater Parameters - On-Site Monitoring Wells	NWLF Permit Appendix 3.4 (b) Groundwater Parameters - Assessment Wells	NWLF Permit Appendix 3.4 (c) Groundwater Parameters - Private Wells	NWLF 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
NW-21D	S				S
Off-Site Assessment Wells					
NW-14D		S			S
NW-15D		S			S
NW-16D		A (S1)			S
NW-17D		A (S1)			S
NW-18D		S			S
NW-19D		S			S
Off-Site Private Wells					
Gorrick			S		-
NW-P26			S		-
NW-P27			S		S
NW-P28			S		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-4D					S
NW-12D					S
NW-13D					S
NW-20D					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 August 28, 2023. Permit renewal is due by June 28, 2023. Costs for permit renewal or permit modification are not included in this Scope of Services.
- Technical Report: The Technical Report is due June 28, 2023. 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 2020 through Third Quarter 2022 – Fiscal Year 2021 and Fiscal Year 2022 - according to the schedule in Section 2.0 – Table 1.0. Sampling requirements are shown below.

Station	NELF Permit Appendix 3.4 - Groundwater Parameters	Naphthalene EPA 602	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) (2022)			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
NE-31SN	S			S
NE-6I	B (S2) (2022)			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) – 2022.

Additional Requirements:

- Permit Expiration/Renewal: The permit for this landfill expires July 29, 2025. Permit renewal is due by May 29, 2025. Costs for permit renewal or permit modification are not included in this Scope of Services.
- Technical Report: The Technical Report is due May 29, 2025. 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 2020 through Third Quarter 2022 – Fiscal Year 2021 and Fiscal Year 2022 - according to the schedule in Section 2.0 – Table 1.0. Sampling requirements are shown below.

Station	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. Permit renewal is due by May 1, 2021. Costs for permit renewal will be provided under a separate Work Order. 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 will be provided under a separate Work Order. 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 Annual 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 Annual 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 Exhibit 1. This includes the attached "Standard Hourly Rates" schedule and the "Reimbursable Expense Schedule".

## **SECTION 2.0 TABLES**

Annual Landfill Compliance Monitoring Services  
Fiscal Year 2021 and Fiscal Year 2022

Section 2.0 - Attachment A - Table 1.0 - Schedule

		Sampling Deadline	Reporting Deadline
Northwest Landfill			
	First Semiannual 2021	2/20/2021	+ 60 Days*
	Second Semiannual 2021	8/20/2021	+ 60 Days*
	First Semiannual 2022	2/20/2022	+ 60 Days*
	Second Semiannual 2022	8/20/2022	+ 60 Days*
Northeast Landfill			
	First Semiannual 2021	2/28/2021	+ 60 Days*
	Second Semiannual 2021	8/31/2021	+ 60 Days*
	First Semiannual 2022	2/28/2022	+ 60 Days*
	Second Semiannual 2022	8/31/2022	+ 60 Days*
Auxiliary Northeast Landfill			
	First Semiannual 2021	2/20/2021	+ 60 Days*
	Second Semiannual 2021	8/20/2021	+ 60 Days*
	First Semiannual 2022	2/20/2022	+ 60 Days*
	Second Semiannual 2022	8/20/2022	+ 60 Days*
* Reporting Deadline is 60 days from completion of laboratory analyses.			



Annual Landfill Compliance Monitoring Services  
Fiscal Year 2021 and Fiscal Year 2022

Section 2.0 - Attachment A - Table 2.0 - Unit Prices for Sampling Events

Description	Quantity	Unit	Unit Price	Total
Landfill Sampling - First Semiannual 2021				
Northwest Landfill	1	each	\$ 9,080.00	\$ 9,080.00
Northeast Landfill	1	each	\$ 4,900.00	\$ 4,900.00
Auxiliary Northeast Landfill	1	each	\$ 5,860.00	\$ 5,860.00
Landfill Sampling - Second Semiannual 2021				
Northwest Landfill	1	each	\$ 8,320.00	\$ 8,320.00
Northeast Landfill	1	each	\$ 5,750.00	\$ 5,750.00
Auxiliary Northeast Landfill	1	each	\$ 5,130.00	\$ 5,130.00
Landfill Sampling - First Semiannual 2022				
Northwest Landfill	1	each	\$ 9,080.00	\$ 9,080.00
Northeast Landfill	1	each	\$ 4,900.00	\$ 4,900.00
Auxiliary Northeast Landfill	1	each	\$ 5,860.00	\$ 5,860.00
Landfill Sampling - Second Semiannual 2022				
Northwest Landfill	1	each	\$ 8,320.00	\$ 8,320.00
Northeast Landfill	1	each	\$ 5,750.00	\$ 5,750.00
Auxiliary Northeast Landfill	1	each	\$ 5,130.00	\$ 5,130.00
<b>Total Price Submitted</b>				<b>\$ 78,080.00</b>

## Annual Landfill Compliance Monitoring Services Fiscal Year 2021 and Fiscal Year 2022

### Section 2.0 - Attachment A - Table 3.0 - Unit Prices for Laboratory Analysis

Parameter	Northwest Landfill	Northeast Landfill	Auxiliary Northeast Landfill	Estimated Total Quantity <sup>1</sup>	Unit	Unit Price	Total
Ammonia	0	56	8	64	each	\$ 9.30	\$ 595.20
Unionized Ammonia	0	8	0	8	each	\$ 19.80	\$ 158.40
Bicarbonate	0	56	66	122	each	\$ 9.30	\$ 1,134.60
Biochemical Oxygen Demand (BOD5)	0	8	0	8	each	\$ 17.30	\$ 138.40
Chemical Oxygen Demand	0	0	0	0	each	\$ 17.30	\$ -
Chloride	124	50	66	240	each	\$ 9.30	\$ 2,232.00
Chlorophyll A	0	0	0	0	each	\$ 49.50	\$ -
Fecal Coliform	0	0	0	0	each	\$ 23.10	\$ -
Nitrate	40	18	0	58	each	\$ 17.30	\$ 1,003.40
Nitrate + Nitrite	0	0	0	0	each	\$ 17.30	\$ -
Total Dissolved Solids	96	56	66	218	each	\$ 8.10	\$ 1,765.80
Total Hardness	0	8	0	8	each	\$ 11.00	\$ 88.00
Total Nitrogen	0	0	0	0	each	\$ 38.50	\$ -
Total Organic Carbon	0	0	0	0	each	\$ 17.30	\$ -
Total Phosphorus	0	0	0	0	each	\$ 20.80	\$ -
Total Suspended Solids	0	0	0	0	each	\$ 9.30	\$ -
Arsenic	0	8	0	8	each	\$ 8.10	\$ 64.80
Cadmium	0	8	0	8	each	\$ 8.10	\$ 64.80
Chromium	0	8	0	8	each	\$ 8.10	\$ 64.80
Copper	0	8	0	8	each	\$ 8.10	\$ 64.80
Iron	96	56	0	152	each	\$ 8.10	\$ 1,231.20
Lead	0	8	0	8	each	\$ 8.10	\$ 64.80
Mercury	72	0	0	72	each	\$ 13.90	\$ 1,000.80
Mercury – Low Level	0	8	0	8	each	\$ 82.50	\$ 660.00
Manganese	28	0	0	28	each	\$ 8.10	\$ 226.80
Nickel	0	0	0	0	each	\$ 8.10	\$ -
Sodium	0	8	0	8	each	\$ 8.10	\$ 64.80
Thallium	0	0	0	0	each	\$ 8.10	\$ -
Vanadium	0	0	0	0	each	\$ 8.10	\$ -
Zinc	0	8	0	8	each	\$ 8.10	\$ 64.80
Appendix I (Complete)	0	0	0	0	each	\$ 269.50	\$ -
Naphthalene (EPA 602)	0	4	0	4	each	\$ 69.30	\$ 277.20
EPA 504	124	0	0	124	each	\$ 39.90	\$ 4,947.60
EPA 601	124	0	4	128	each	\$ 66.00	\$ 8,448.00
EPA 601/602	0	56	60	116	each	\$ 85.80	\$ 9,952.80
EPA 504 Trip Blanks	24	0	0	24	each	\$ -	\$ -
EPA 601 Trip Blanks	24	0	0	24	each	\$ -	\$ -
EPA 601/602 Trip Blanks	0	14	16	30	each	\$ -	\$ -
<b>Total Price Submitted</b>							<b>\$ 34,313.80</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 2021 and Fiscal Year 2022

Section 2.0 - Attachment A - Table 4.0 - Unit Prices for Reporting Events

Description	Quantity	Unit	Unit Price	Total
Landfill Reporting - First Semiannual 2021				
Northwest Landfill	1	each	\$ 8,800.00	\$ 8,800.00
Northeast Landfill	1	each	\$ 5,370.00	\$ 5,370.00
Auxiliary Northeast Landfill	1	each	\$ 4,860.00	\$ 4,860.00
Landfill Reporting - Second Semiannual 2021				
Northwest Landfill	1	each	\$ 8,800.00	\$ 8,800.00
Northeast Landfill	1	each	\$ 6,670.00	\$ 6,670.00
Auxiliary Northeast Landfill	1	each	\$ 4,860.00	\$ 4,860.00
Landfill Reporting - First Semiannual 2022				
Northwest Landfill	1	each	\$ 8,800.00	\$ 8,800.00
Northeast Landfill	1	each	\$ 5,370.00	\$ 5,370.00
Auxiliary Northeast Landfill	1	each	\$ 4,860.00	\$ 4,860.00
Landfill Reporting - Second Semiannual 2022				
Northwest Landfill	1	each	\$ 8,800.00	\$ 8,800.00
Northeast Landfill	1	each	\$ 6,670.00	\$ 6,670.00
Auxiliary Northeast Landfill	1	each	\$ 4,860.00	\$ 4,860.00
<b>Total Price Submitted</b>				<b>\$ 78,720.00</b>

## **SECTION 3.0**

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

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

Annual Landfill Compliance Monitoring Services Fiscal  
Year 2021 and Fiscal Year 2022

Section 3.0 - Attachment A - Table 1.0 - Cost Summary

Southwest Landfill	
Sampling Events - Total Price Submitted	\$ 23,640.00
Laboratory Analysis - Total Price Submitted	\$ 5,209.20
Reporting Events - Total Price Submitted	\$ 22,800.00
Subtotal	\$ 51,649.20
Northwest, Northeast, and Auxiliary Northeast Landfills	
Sampling Events - Total Price Submitted	\$ 78,080.00
Laboratory Analysis - Total Price Submitted	\$ 34,313.80
Reporting Events - Total Price Submitted	\$ 78,720.00
Subtotal	\$ 191,113.80
Total	\$ 242,763.00
Contingency (10% of Subtotal)	\$ 24,276.30
<b>Total Price Submitted Landfill Compliance Monitoring</b>	<b>\$ 267,039.30</b>

Annual Landfill Compliance Monitoring Services  
Fiscal Year 2021 and Fiscal Year 2022

Section 3.0 - Attachment A - Table 2.0 - Unit Prices for Contingency Items

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 Landfill Compliance Monitoring Services**  
**October 1, 2017 through September 30, 2018 (FY 2018)**

Labor Category	Hourly Rate
Project Officer	\$240
Senior Project Manager	\$205
Project Manager	\$170
Chief Engineer or Scientist	\$220
Senior Engineer	\$215
Senior Scientist	\$160
Project Engineer	\$170
Project Scientist	\$150
Engineer or Scientist	\$120
Engineer Intern or Associate Scientist	\$100
Designer	\$120
Senior CADD Designer	\$115
CADD Designer	\$100
Senior CADD Technician	\$90
CADD Technician	\$80
Systems Analyst	\$160
Senior GIS Analyst or Senior GIS Programmer	\$130
GIS Analyst or Programmer	\$100
Senior GIS Technician	\$80
GIS Technician	\$70
Senior Database Administrator	\$165
Database Administrator	\$125
Environmental Data Analyst	\$90
Senior Field Technician Environmental	\$95
Field Technician Environmental	\$85
Senior Construction Administrator	\$150
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 10%

Travel – Personal Vehicle – IRS Standard Mileage Rate plus 10%

Subconsultants – Cost plus 10%

730 NE Waldo Road | Gainesville, FL 32641 | Phone 352.377.5821 | Fax 352.377.3166 | [www.jonesedmunds.com](http://www.jonesedmunds.com)

# **METHOD OF ADDITIONAL COMPENSATION REIMBURSABLE EXPENSE SCHEDULE**



Alachua County  
Annual Landfill Compliance Monitoring Services  
FY 2018

**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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730 NE Waldo Road | Gainesville, FL 32641 | Phone 352.377.5821 | Fax 352.377.3166 | [www.jonesedmunds.com](http://www.jonesedmunds.com)

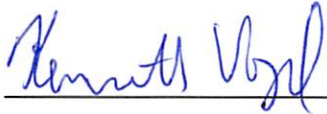
**ATTACHMENT D**  
**Certification of Meeting Alachua County Wage Ordinance**

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      Ginger Hamner


Project Description:    Third Amendment to Continuing Services Agreement #7436

ATTEST (By Corporate Officer)

By:   
Print: Kenneth S. Vogel, PE  
Title: Senior Vice President

**CONTRACTOR**

Jones Edmunds & Associates, Inc.

By:   
Print: Stanley F. Ferreira, Jr., PE  
Title: President & CEO  
Date: 9/2/2020

***IF THE PROFESSIONAL IS INCORPORATED OR NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF ENCUMBANCY AND AUTHORIZATION, OR A CORPORATE RESOLUTION, STATING THAT THE INDIVIDUAL EXECUTING THIS AGREEMENT IS AUTHORIZED TO EXECUTE IT ON BEHALF OF YOUR CORPORATION. IF NOT INCORPORATED, THE VENDOR'S SIGNATURE SHOULD BE NOTARIZED.***

## Certificate Of Completion

Envelope Id: C24874735E024E248A112FD604DFB630	Status: Completed
Subject: Documents are ready to be signed #7436 Third Amendment to Continuing Services Agreement with Jones E	
Source Envelope:	
Document Pages: 36	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Thomas (Jon) Rouse
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	trouse@alachuacounty.us
	IP Address: 35.196.167.22


## Record Tracking

Status: Original	Holder: Thomas (Jon) Rouse	Location: DocuSign
9/3/2020 2:40:10 PM	trouse@alachuacounty.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Alachua County	Location: DocuSign

## Signer Events

David Forziano  
dforziano@alachuacounty.us  
Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:  
  
70E5E81DBE1E4D3...  
Signature Adoption: Pre-selected Style  
Using IP Address: 216.194.144.254

## Timestamp

Sent: 9/3/2020 2:40:57 PM  
Viewed: 9/3/2020 3:20:03 PM  
Signed: 9/3/2020 3:21:14 PM

## Electronic Record and Signature Disclosure:

Accepted: 9/2/2020 2:02:38 PM  
ID: 64124040-3dd9-4e93-9b56-757b83b044a0

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent	Hashed/Encrypted	9/3/2020 2:40:57 PM
Certified Delivered	Security Checked	9/3/2020 3:20:04 PM
Signing Complete	Security Checked	9/3/2020 3:21:14 PM
Completed	Security Checked	9/3/2020 3:21:14 PM

## Payment Events

## Status

## Timestamps

## Electronic Record and Signature Disclosure

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Alachua County:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us)

### **To advise Alachua County of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Alachua County**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

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- ii. send us an email to [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- Until or unless you notify Alachua County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alachua County during the course of your relationship with Alachua County.