



**EXHIBIT 1**  
**PROFESSIONAL SERVICES**

15 November 2022

Mr. Himanshu Mehta, P.E.  
Managing Director  
Solid Waste Disposal District  
Indian River County  
1325 74th Avenue SW  
Vero Beach, Florida 32968

**Subject: Proposal to Provide Engineering and Construction Support Services  
Site Preparation for Cell 3 of Segment 3 Expansion  
Indian River County Class I Landfill  
Vero Beach, Indian River County, Florida**

Dear Mr. Mehta:

Geosyntec Consultants, Inc. (Geosyntec) is pleased to submit this proposal to the Indian River County (IRC) Solid Waste Disposal District (SWDD) for the provision of engineering design, contractor procurement, and construction support services related to the site preparation activities for Cell 3 of Segment 3 Expansion of the Class I Landfill (hereafter referred to as the Project) at the IRC Landfill (IRCL) facility located in Vero Beach, Florida. The site preparation activities include preparation of the subgrade of the approximately 10.5-acre Cell 3 footprint, and associated stormwater management features and groundwater monitoring wells in order to expedite the construction of the Cell 3 liner system under a separate procurement contract. This proposal presents the scope of work, schedule, and budget estimate for the: (i) preparation of construction and contract documents; (ii) contractor procurement support services; (iii) abandonment and installation of groundwater monitoring wells and landfill gas (LFG) probe in accordance with the Water Quality Monitoring Plan (WQMP) of the Class I Landfill permit; and (iv) construction-phase services for the site preparation work. This proposal was prepared in response to a verbal request from Mr. Himanshu Mehta, P.E., Managing Director of SWDD to Dr. Kwasi Badu-Tweneboah, P.E. of Geosyntec.

Geosyntec has prepared this proposal (professional services) as Exhibit A of CCNA-2018-WO No. 18, pursuant to that certain Continuing Contract Agreement for Professional Services, dated 17 April 2018, renewed and amended as of 18 May 2021 (collectively referred to as the “Agreement”), by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida (“COUNTY”) and Geosyntec (“Consultant”). The remainder of this proposal is organized to present: (i) project background; (ii) proposed scope of work; (iii) schedule; and (iv) budget estimate.

## **PROJECT BACKGROUND**

The IRCL facility is located in southern Indian River County, east of Interstate 95, south of Oslo Road, and west of Rangeline Road in Vero Beach, Florida. The SWDD administers the management and operation of the Class I landfill at the IRCL facility. The Class I Landfill includes the closed Segment 1/Infill/Segment 2 vertical expansion, and Segment 3 lateral expansion (Segment 3). The total footprint area of Segment 3 is 76 acres and consist of eight cells that are being constructed in phases as needed. Segment 3, Cell 1, directly east of and on top of the east slope of Segment 2, was constructed in 2013. Segment 3, Cell 2 was constructed in 2020. Republic Services of Florida LP (Republic), the operator of the Class I Landfill, has estimated that filling of Cell 2 will be nearly completed by the end of Calendar Year (CY) 2023 and has therefore recommended that SWDD considers construction of Cell 3 during CY 2023. In order to expedite Cell 3 construction, SWDD would like to implement it in two phases, as follows:

- Phase 1: Site preparation activities consisting primarily of the earthwork for construction of the subgrade for Cell 3; the fill material will be obtained from off-site borrow sources with the actual placement and compaction to be performed by a contractor through the procurement process. This phase also includes: (i) abandonment of the perimeter ditch east of Cell 2 and construction of new perimeter ditches around Cells 3 and 4 footprints to tie into the existing ditch south of Cells 1 and 2 footprints; and (ii) abandonment of existing groundwater monitoring wells within Cell 3 footprint in accordance with the WQMP of the Class I Landfill permit; this also includes and abandonment and installation of a replacement LFG gas probe at the Class Landfill.
- Phase 2: Construction of the Cell 3 liner and leachate control systems to be performed by a contractor selected through a separate procurement process.

This proposal addresses the engineering design and construction support services required to complete Phase 1 of the Project, including preparation of construction and contract documents, contractor procurement support, construction management (CM), and construction quality assurance (CQA) services during the placement and compaction of the fill material for the subgrade.

## **PROPOSED SCOPE OF WORK**

This project includes professional engineering design and construction support services that will be performed for the site preparation phase of the Project. The scope of work is based on the requirements of Chapter 62-701, Florida Administrative Code (F.A.C.) and Geosyntec's understanding of the Project based on information provided by the SWDD.

Geosyntec will provide engineering services necessary to complete the site preparation to facilitate construction of Segment 3, Cell 3. The scope of services, therefore, includes construction-phase services, such as, providing SWDD with the relevant construction drawings and technical specifications, bid quantities, CM, and CQA monitoring, testing, and documentation services. The scope of services to be performed by Geosyntec would ensure that the fill material is placed and compacted in accordance with the project specifications and regulatory requirements. In addition, groundwater monitoring wells and perimeter drainage ditch within the footprint of Cell 3 will have to be abandoned and new perimeter ditch constructed around Cells 3 and 4 footprints.

For budgeting purposes, the scope of work will be performed in five phases, as follows:

- Phase 1 – General Consulting/Meeting Support/Project Management;
- Phase 2 – Preparation of Construction Documents;
- Phase 3 – Contractor Procurement Support Services;
- Phase 4 – Construction-Phase Support Services; and
- Phase 5 – Abandonment and Installation of Existing Monitoring Wells and LFG Probe.

Each of these phases is briefly described below.

### **Phase 1 - General Consulting/Meeting Support/Project Management**

Phase 1 consists of three components: general consulting, meeting support, and project management. Geosyntec will provide SWDD with consulting services necessary to initiate the project. Geosyntec will prepare presentation graphics, engineering drawings, and other documents required to support the Project's meetings and coordination activities.

A kickoff meeting with SWDD is proposed before the start of project activities so that the specific project requirements can be discussed. In addition, review meetings will be held with SWDD as necessary during the various phases of the project implementation schedule. Following each meeting, Geosyntec will prepare meeting minutes that document decisions reached in the meetings.

Project management activities will include: budget and schedule tracking, invoice review, and project communications, including the preparation of a monthly progress report. The project report will include a description of the activities completed during the month and planned activities for the following month. In addition, the progress report will identify any technical or administrative issues that require SWDD's attention and the current status of the budget and schedule.

For the purpose of this budget estimate, Geosyntec has included two meetings: (i) one kickoff meeting with SWDD; and (ii) one meeting with SWDD following completion of Phase 2 below.

## **Phase 2 - Preparation of Construction Documents**

Geosyntec will prepare the construction documents (i.e., drawings, technical specifications, material quantities, and CQA Plan) required for SWDD to procure a contractor to prepare the subgrade for Cell 3 of Segment 3. Geosyntec understands that SWDD might include in the bid package an option for the selected contractor to also prepare the subgrade for Cell 4. Therefore, Geosyntec will include relevant information on Cell 4 subgrade in the construction documents. It is anticipated that the following drawings will be prepared:

1. Cover Sheet;
2. Existing Site Conditions;
3. Site Development Plan (will also show monitoring wells to be abandoned);
4. Subgrade Grading Plan;
5. Construction Control Points Data;
6. Perimeter Drainage Ditch Plan and Profile;
7. Cross Sections and Details (2 sheets);
8. Surface Water Drainage System Details; and
9. Erosion and Sediment Control Details.

The construction drawings will be prepared utilizing the Segment 3 Expansion Permit Drawings prepared by Geosyntec in March 2010 and revised in November 2015. Construction control points will be shown for the subgrade, drainage ditches, toes of slopes, and other locations sufficient for the cell construction.

Technical Specifications and the CQA Plan will be compiled as part of the Construction Documents. The specifications will be prepared using the industry-standard Construction Specification Institute (CSI) format. Geosyntec will also prepare a bid sheet with estimate of material quantities for the contractor procurement.

Geosyntec will prepare an Engineer's Estimate of Probable Construction Cost for the Project to serve as a basis for comparison of bids during the procurement process. Probable construction cost will be based on estimated construction quantities for the project and engineering estimate of the probable unit cost for each item. Probable construction costs will be based on catalogues such as R.S. Means, information provided by product manufacturers, and Geosyntec's professional judgment and experience with similar projects.

Geosyntec will also prepare a construction schedule based on Geosyntec's understanding of the Project and experience with similar landfill construction projects.

### **Phase 3 - Contractor Procurement Services**

Under this phase, Geosyntec will prepare construction documents for procuring a construction contractor for the Phase 1 construction. This will include preparation of the request for bid (RFB) documents; attending the pre-bid meeting; responding to bidders' questions and preparing required updates to the bidding document throughout the bids preparation process; evaluating bids; and preparing a recommendation to SWDD of the preferred bid for Phase 1 construction. Our budget is based on the assumption that the entire RFB package including the construction drawings, specifications document, responses to questions and project update will be uploaded by the County's Purchasing Division onto Demandstar website (or equivalent) where it will be available for downloading by candidate contractors wishing to respond to the RFB.

Geosyntec will attend the pre-bid meeting with potential contractors to describe the Project and its requirements and answer questions at the pre-bid meeting. During the bidding process, Geosyntec will respond to written questions by issuing addenda. Preparation of addenda may require revisions to the Construction Drawings or material quantities as necessary to allow comparison and evaluation of bids from the contractors. Geosyntec will manage the procurement process, review and evaluate the bids submitted in compliance with the requirements of the RFB process, and prepare a recommendation with supporting rationale for the selection of the preferred candidate contractor for construction of Phase 1 of the Project.

### **Phase 4 - Construction-Phase Support Services**

Geosyntec will provide CM engineering support services associated with construction of the Cell 3 subgrade, including the following tasks: (i) Field CQA Services; (ii) CQA Surveying; and (iii) CM and Engineering Support Services.

#### **Task 4.1: Field CQA Services**

Geosyntec will provide periodic CQA monitoring, testing, and documentation services to assist SWDD staff (or contractor) on the subgrade preparation activities. CQA monitoring, testing methods, test frequencies, and the reporting requirements will be performed in accordance with the CQA Plan, ASTM standards, and applicable portions of Chapter 62-701, F.A.C.

Geosyntec will provide periodic on-site monitoring services for the activities associated with construction of the subgrade. The periodic CQA services will be provided by a CQA Technician on a weekly basis or as-needed by the selected contractor. The CQA Technician will visit the

site on a weekly basis (or as requested by the contractor) to collect soil samples from the off-site borrow source soil stockpile for laboratory conformance testing (see below), monitor construction progress, and conduct in-situ nuclear density and moisture content testing to evaluate the adequacy of compaction of the subgrade. Soil samples from the off-site borrow source will be tested by an independent geotechnical CQA laboratory for conformance with the Technical Specifications and CQA Plan.

The CQA Technician will be responsible for CQA activities throughout the Project including monitoring construction, coordinating soils testing (if needed), and maintaining documentation of CQA activities at the site. Any non-conforming or questionable practices observed by Geosyntec will be brought to the attention of the concerned parties for review and correction.

#### **Task 4.2: CQA Surveying**

Geosyntec will subcontract the services of a Registered Land Surveyor to provide the surveying required and prepare the as-built record drawing of the Cell 3 subgrade construction. Geosyntec has selected Peavey & Associates (Peavey) of Fort Meade, Florida to provide surveying services. Peavey will assist SWDD staff in the subgrade preparation work and provide data to check material quantities for measurement and payment purpose. A copy of Peavey's proposal is enclosed as Attachment A.

#### **Task 4.3: CM and Engineering Support Services**

Geosyntec will provide CM and engineering support services throughout the duration of the site preparation work. Construction management activities will include conducting pre-construction and monthly construction progress meetings with the entity selected by the SWDD to prepare the site for the construction. Geosyntec will evaluate Contractor payment requests, verify quantities and conformance with the plans and specifications, and provide contract administration.

As part of this phase, Geosyntec will review laboratory conformance and field performance tests results (performed through the Contractor) and as-built record drawings for inclusion in the Cell 3 construction certification report. Geosyntec will therefore review all test results and drawings to ensure compliance with the project specifications and FDEP-issued permit for the Class I Landfill.

#### **Phase 5: Abandonment of Existing Monitoring Wells**

Construction of Cell 3 will require abandonment of two groundwater monitoring well clusters (MW41 and MW-42). In addition, LFG migration monitoring probe GW-00011 that is located close to the flare station would have to be abandoned and replaced with a new probe in order to



accommodate construction of a new skid. Geosyntec has selected Andersen Andre Consulting Engineers, Inc. (AACE) of Fort Pierce, Florida to serve as a drilling subcontractor to perform these services. A copy of AACE's proposal is included as Attachment B.

A Geosyntec engineer will be on-site to supervise the work. The replacement gas probe location will be surveyed using a portable GPS equipment. Upon completion of groundwater monitoring well and LFG probe abandonment and replacement gas probe installation activities, documentation will be submitted to FDEP in accordance with the requirements of the solid waste permit.

## **SCHEDULE**

Geosyntec has prepared a schedule for the site preparation work (Phase 1) of Cell 3, which is included as Attachment C. The schedule, as presented, assumes a start date of 23 November 2022. Procurement of supplier and/or contractor will take place during the month of January 2023 with contractor selection and contract award completed by 31 January 2023. Site preparation of Cell 3 is projected to require 2 to 3 months to complete. The abandonment and replacement of groundwater monitoring wells and LFG probe will be completed in January 2023. Thus, Cell 3 liner and leachate control system could be ready for construction by April 2023.

Geosyntec recognizes the importance of the schedule for SWDD and their need to obtain additional disposal capacity for the Class I Landfill. Throughout the duration of the Project, Geosyntec will work diligently to meet those milestones and the schedule developed for the Project.

## **BUDGET ESTIMATE**

A budget estimate for the scope of work outlined in Phases 1 through 5 of this proposal is summarized in the following table. A detailed budget estimate is provided as Attachment D. Note that fee for the surveyor is included in Phase 4 and the drilling subcontractor's fee is included in Phase 5.

• Phase 1 - General Consulting/Meeting Support/Project Management	\$19,502.26
• Phase 2 - Preparation of Construction Documents	\$31,499.02
• Phase 3 - Contractor Procurement Services	\$22,458.75
• Phase 4 - Construction-Phase Support Services	\$83,707.44
• Phase 5 - Abandonment and Installation of Wells and Probe	<u>\$14,137.24</u>
<b>TOTAL</b>	<b>\$171,304.71</b>

Geosyntec will not exceed the cost estimate without prior approval and written authorization from SWDD.

## CLOSURE

Geosyntec appreciates this opportunity to offer our services. If this proposal is acceptable, please indicate your agreement by signing the attached work authorization, which references this proposal. Please return one signed work authorization to Dr. Badu-Tweneboah's attention. Please call the undersigned with questions you may have as you review this proposal.

Sincerely,



Kwasi Badu-Tweneboah, Ph.D., P.E.  
Senior Principal

Attachments

ATTACHMENT A  
SURVEYING PROPOSAL



# Peavey & Associates

Surveying & Mapping, PA

9399 North Lake Buffum Road Fort Meade, Fl 33841

Phone: 863-738-4960

Email: [DebPeavey@peaveysurveying.com](mailto:DebPeavey@peaveysurveying.com)

November 10, 2022

Mr. Kwasi Badu-Tweneboah, Ph. D. P.E.  
Geosyntec Consultants  
1200 Riverplace Boulevard, Suite 710  
Jacksonville, Florida 32207

## RE: Indian River County Vero Beach Landfill Cells 3&4 Construction

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

### 1. SCOPE OF SERVICES

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

#### PHASE 1-Site Preparation Surveying

- Task One: Establish additional site control with references for contractor as specified in bid specifications to use during construction. Pre-topo of the construction limits. After stripping and dewatering.
- Task Two: Construction staking at 50' grid within the cell area. \*\*These fees are for one time staking\*\*
- Task Three- Survey of the grades for measurement and payment purposes for a total of 3 months. (There maybe additional work to include hourly rate of survey crew).
- Task Four- Stakeout locations of groundwater monitoring wells and gas monitoring probes.
- Task Five- Survey TOC (northing, easting, and elevation in NGVD29) for individual wells. Survey shall be prepared in accordance with the FDEP permit. Providing three (3) signed and sealed hard copies and electronic file.

#### ~~PHASE 11- Cell Construction Surveying~~

- ~~Task One: As-built survey of the prepa grade surface & anchor trench.~~
- ~~Task Two: As-built survey of the secondary liner geomembrane. Panels, repairs, destructs.~~
- ~~Task Three: As-built survey of the primary liner geomembrane. Panels, repairs, destructs, and liner tie-in.~~
- ~~Task Four: As-built survey of the 2' protective layer surface.~~

NOT PART OF  
THIS WORK  
ORDER



# Peavey & Associates

Surveying & Mapping, PA

9399 North Lake Buffum Road Fort Meade, FL 33841

Phone: 863-738-4960

Email: [DebPeavey@peaveysurveying.com](mailto:DebPeavey@peaveysurveying.com)

- Task Five: As-built of the leachate collection system corridor pipes, sumps, manholes, force main, etc.
- Task Six: As-built survey of the final improvements. Edge of liner markers and stormwater improvements.
- Task Seven: Volume calculations for conformance check and for measurement and final payment purposes.

Survey shall be on a square grid spaced not wider than 50 feet. Five copies of the final as-built drawings and electronic copy in Cadd will be provided.

## 2. REQUIREMENTS OF CLIENT

- Receipt of an executed agreement.
- Hard copy of the approved construction plans
- Digital copy of plans. (pdf and cadd)

## 3. PROFESSIONAL FEES

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

### PHASE 1 - Site Preparation Surveying

Task One:	11,500.00
Task Two:	10,000.00
Task Three:	6,000.00
Task Four:	1,500.00
Task Five:	<u>2,500.00</u>
TOTAL \$31,500.00	

### PHASE 2 - Cell Construction Surveying

Task One:	12,000.00
Task Two:	13,000.00
Task Three:	13,000.00
Task Four:	13,000.00
Task Five:	8,000.00
Task Six:	8,000.00
Task Seven:	<u>1,500.00</u>
TOTAL \$68,500.00	

**PROJECT TOTAL \$101,000.00**



# Peavey & Associates

Surveying & Mapping, PA

9399 North Lake Buffum Road Fort Meade, Fl 33841

Phone: 863-738-4960

Email: [DebPeavey@peaveysurveying.com](mailto:DebPeavey@peaveysurveying.com)

## 4. ACCEPTANCE OF TERMS

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

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

Sincerely,

Deborah L. Peavey, PSM

Agreed to and accepted by: \_\_\_\_\_

**Owner or Owner's Authorized Agent    Date**

## EXHIBIT A

### HOURLY RATE SCHEDULE

Senior Project Surveyor	175.00
Survey Crew	175.00

**ATTACHMENT B**  
**DRILLING PROPOSAL**



Geosyntec Consultants, Inc.  
1200 Riverplace Boulevard, Suite 710  
Jacksonville, FL 32207

Attention: Mr. Kwasi Badu-Tweneboah, Ph.D., P.E.

**PROPOSAL FOR ABANDONMENT OF MONITORING WELLS  
AND INSTALLATION OF GAS MONITORING WELL  
INDIAN RIVER COUNTY LANDFILL  
INDIAN RIVER COUNTY, FLORIDA**

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In accordance with your request, we are pleased to submit our proposal to abandon four (4) groundwater monitoring wells at the above referenced project site. The wells vary in depth from approximately 23 feet to 45 feet, for a total of approximately 136LF of well length, with the diameter of each well being 2 inches. Further, 2-ft by 2-ft concrete well pads, manholes and bollards will be removed, with these materials being left at the Indian River County Landfill. No earthwork operations to backfill the well pad and bollard areas are included herein. The abandonment will be completed by grouting (by tremie method from the bottom up) the wells using a lean cement grout and a truck-mounted drill rig. The well abandonment will be performed by a Water Well Contractor licensed by the South Florida Water Management District (SFWMD). Upon completion of the work, Well Completion Reports will be issued relative to the abandonment.

In addition, we understand that an existing 7-ft deep gas monitoring well (probe) will require abandonment, and a new 7-ft deep probe (2" diameter schedule 40 PVC) will be installed, including concrete pad, locking manhole and four protective bollards.

Our estimate of the cost of our services for this project is \$8,100.00, itemized as follows:

- Mobilization of Men and Equipment; lump sum . . . . . \$350.00
- Obtaining Well Abandonment Permits from the Indian River County Health Department;
  - Permit Cost + 15% . . . . . \$250.00
  - Project Engineer; 5 hours @ \$110.00/hour . . . . . \$550.00
- Monitoring Well Abandonment by a SFWMD Licensed Well Contractor;
  - Cost + 15% . . . . . \$1,200.00
- Issuance of SFWMD Well Completion Report (relative to abandonment) to the FDEP;
  - Project Engineer; 5 hours @ \$110.00/hour . . . . . \$550.00
- Abandonment of gas probe and installation of new gas probe - lump sum. . . . . \$5,200.00

**Total Project Cost: . . . . . \$8,100.00**

Weather conditions permitting, we will start the well abandonment within 7-10 days after receiving your authorization to proceed. The well abandonment report will be issued within 14-21 days subsequent to our field work.



We appreciate the opportunity to present this proposal. If the terms above are acceptable to you, please sign and return the attached Professional Services Agreement as an indication of your acceptance and authorization to proceed with the work. Please contact us if you should have any questions concerning this cost estimate.

Best regards,  
**ANDERSEN ANDRE CONSULTING ENGINEERS, INC.**



Peter G. Andersen, P.E.  
Principal Engineer



**ANDERSEN ANDRE CONSULTING ENGINEERS, Inc.**

**PROFESSIONAL SERVICES AGREEMENT**

**AACE Proposal No: P22-2487**

**Project Name:** ABANDONMENT OF MONITORING WELLS AND INSTALLATION OF GAS MONITORING WELL  
INDIAN RIVER COUNTY LANDFILL

**Client:** Geosyntec Consultants, Inc.

**Address:** 1200 Riverplace Boulevard, Suite 710

**Attention:** Mr. Kwasi Badu-Tweneboah, Ph.D., P.E.

Jacksonville, FL 32207

**Client hereby requests and authorizes Andersen Andre Consulting Engineers, Inc. ("AACE") to perform the following services:**

ABANDONMENT OF MONITORING WELLS AND INSTALLATION OF GAS MONITORING WELL | IRC LANDFILL, as detailed herein.

**Estimated Budget:**

\$8,100.00

**Payment Terms:**

Net 30 days from invoice date; invoices will be sent every four weeks for continued or extended projects. Interest charges, 1½% per month following the due date.

**Proposal Acceptance:**

By accepting this Proposal, the Terms and Conditions of this Proposal, including the Terms on this page, and Andersen Andre Consulting Engineers, Inc.'s General Conditions appearing on the reverse side of this page are incorporated herein by reference. In the event this Professional Services Agreement was received by facsimile or via email, Client hereby confirms that the above described Proposal, the Terms and Conditions of this Proposal, including the Terms on this page, and Andersen Andre Consulting Engineers, Inc.'s General Conditions have been made available and are incorporated in this agreement.

**PURSUANT TO FLORIDA STATUTES SECTION 558.0035 (2013) AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

Accepted by **CLIENT:**

Accepted for **AACE:**

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

By: 

Name: \_\_\_\_\_

Name: Peter G. Andersen, P.E.

Title: \_\_\_\_\_

Title: Principal Engineer

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

Date: November 10, 2022 (Rev1)

Billing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone/Email: \_\_\_\_\_

## AAACE GENERAL CONDITIONS

**1 - Parties And Scope Of Work:** Andersen Andre Consulting Engineers, Inc. (hereinafter referred to as "AAACE") shall include said company, its individual professionals, particular division, subsidiary or affiliate performing the Work. "Work" means the specific geotechnical, analytical, testing, environmental or other service to be performed by AAACE as set forth in AAACE's proposal, the Client's acceptance thereof, both incorporated herein by this reference, and these General Conditions. "Client" refers to the person or business entity ordering the Work to be done by AAACE. If the client is ordering the Work on behalf of another, the Client represents and warrants that the Client is the duly authorized agent of said party for the purpose of ordering and directing said Work. Further, Client shall disclose any such agency relationship to AAACE in writing before the commencement of AAACE's Work hereunder. Client agrees that AAACE's professional duties are specifically limited to the Work as set forth in AAACE's proposal. The Client assumes sole responsibility for determining whether the quantity and the nature of the Work ordered by the Client is adequate and sufficient for the Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the Client transmits any part of AAACE's Work. AAACE's Work is for the exclusive use of Client, and its properly disclosed principal. In no event shall AAACE have any duty or obligation to any third party. The ordering of Work from AAACE shall constitute acceptance of the terms of AAACE's proposal and these General Conditions.

**2 - Scheduling of Work:** If AAACE is required to delay commencement of the work, or if, upon embarking on its work, AAACE is required to stop, delay or otherwise interrupt the progress of work as a result of changes in the scope of work requested by the client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the exclusive reasonable control of AAACE, additional charges will be applicable and payable by the Client.

**3 - Responsibility:** AAACE's work shall not include determining, supervising, or implementing the means, methods, techniques, sequences or procedures of construction. AAACE shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. AAACE's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents.

**4 - Payment:** Payment shall be due within 30 days after date of invoice. Interest at the rate of 18% per annum (or the highest rate allowable by law) from 30 days after date of invoice to date payment is received will be added to all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client.

**5 - Right-of-Entry:** Unless otherwise agreed, Client will furnish right-of-entry on the property for AAACE to make the planned borings, surveys, and/or explorations. AAACE will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount. If Client desires to restore the property to its former condition, AAACE will accomplish this and add the cost to its fee.

**6 - Damage to Existing Man-made Objects:** It shall be the responsibility of the Owner or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. When cautioned, advised or given data in writing that reveal the presence or potential presence of underground or overground obstructions, such as utilities, AAACE will give special instructions to its field personnel. As evidenced by your acceptance of this proposal, Client agrees to defend, indemnify and save harmless AAACE from all claims, suits, losses, personal injuries, death and property liability resulting from subsurface conditions or damages to subsurface structures or man made objects, owned by Client or third parties, occurring in the performance of the proposed work, whose presence and exact locations were not revealed to AAACE in writing, whether such claims or damages are caused in whole or in part by AAACE, and agree to reimburse AAACE for expenses in connection with any such claims or suits, including reasonable attorney's fees. Client's obligation to indemnify is limited to \$1 million per occurrence, which Client agrees bears a reasonable commercial relationship to the Work undertaken by AAACE. Client further agrees that these general conditions are a part of the Work's specifications or bid documents, if any.

**7 - Warranty and Limitation of Liability:** AAACE shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this warranty obligation and AAACE is promptly notified in writing prior to one year after completion of such portion of the services, AAACE will re-perform such portion of the services, or if re-performance is impracticable, AAACE will refund the amount of compensation paid to AAACE for such portion of the services.

This warranty is in lieu of all other warranties. No other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal for consulting services, by furnishing an oral response of the findings made or by any representations made regarding the services included in this agreement. In no event shall AAACE be liable for any special, indirect, incidental, or consequential loss or delay or time-related damages. The remedies set forth herein are exclusive and the total liability of consultant whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from the services provided pursuant to this Agreement shall not exceed the total fees paid by Client or \$50,000.00, whichever is greater. Client may, upon written request received within five days of Client's acceptance hereof, increase the limit of AAACE's liability by agreeing to pay AAACE an additional sum as agreed in writing prior to the commencement of AAACE's services. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the greater liability involved.

For services involving or relating to pollution, it is further agreed that the Client shall indemnify and hold harmless AAACE and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct and indirect or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of the work by AAACE, or claims against AAACE arising from the work of others. This indemnification provision extends to claims against AAACE which arise out of, are related to, or are based upon, the disposal, discharge, escape, release or saturation of vapors, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant in or into the atmosphere or on, onto, upon, in or into the surface or subsurface. Client's obligation to indemnify is limited to \$1 million per occurrence, which Client agrees bears a reasonable commercial relationship to the Work undertaken by AAACE. Client further agrees that these general conditions are a part of the Work's specifications or bid documents, if any.

**8 - Sampling or Testing Location:** Unless specifically stated to the contrary, the fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

**9 - Sample Handling and Retention :** Generally test samples or specimens are consumed and/or substantially altered during the conduct of tests and AAACE, at its sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of test unless required in writing by the Client to store or otherwise handle the samples. (a) NON HAZARDOUS SAMPLES: At Client's written request, AAACE will maintain preservable test samples and specimens or the residue therefrom for thirty (30) days after submission of AAACE's report to Client free of storage charges. After the initial 30 days and upon written request, AAACE will retain test specimens or samples for a mutually acceptable storage charge and period of time. (b) HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES: In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances ("Hazardous Substances" and "Hazardous Constituents", respectively), AAACE will, after completion of testing and at Client's expense: (i) return such samples to Client; (ii) using a manifest signed by Client as generator, will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of such samples. Client recognizes and agrees that AAACE is acting as a bailee and at no time does AAACE assume title of said waste.

**10 - Discovery of Unanticipated Hazardous Materials:** Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. AAACE and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. AAACE and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for AAACE to take immediate measures to protect health and safety. AAACE agrees to notify Client as soon as practicable should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages AAACE to take any and all measures that, in AAACE's professional opinion, are justified to preserve and protect the health and safety of AAACE's personnel and the public. Client agrees to compensate AAACE for the additional cost of working to protect employees' and the public's health and safety. In addition, Client waives any claim against AAACE, and agrees to defend, indemnify and save AAACE harmless from any claim or liability for injury or loss arising from AAACE's discovery of unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate AAACE for any time spent and expenses incurred by AAACE in defense of any such claim, with such compensation to be based upon AAACE's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.

**11 - Joint and Several Liability:** The concept of joint and several liability is basically this: When two or more parties are considered responsible for causing injury or damage, any one of the parties may be made to provide compensation for as much as 100% of the damages assessed. When applied to hazardous materials projects, it is possible that the concept of joint and several liability could be construed to make AAACE partly or wholly responsible for damages created directly or indirectly by the hazardous materials. Client agrees that it would be unfair for AAACE to be exposed to such an action, because AAACE had nothing whatsoever to do with the creation of the hazardous condition. Accordingly, Client waives any claim against AAACE, and agrees to defend, indemnify and save AAACE harmless from any claim or liability for injury or loss arising from application of a joint and several liability concept that would, in any manner, hold or seek to hold AAACE responsible for creating a hazardous condition or permitting one to exist. Client also agrees to compensate AAACE for any time spent and expenses incurred by AAACE in defense of any such claim, with such compensation to be based upon AAACE's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.

**12 - Legal Jurisdiction:** The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in St. Lucie County, Florida. All causes of action arising out of AAACE's Work shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than either the date of substantial completion of the Work for acts or failures to act occurring prior to substantial completion, or the date of issuance of final payment for acts or failures to act occurring after substantial completion of the Work.

**13 - Force Majeure:** AAACE shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carriers, client or other similar causes beyond its control.

ATTACHMENT C  
PROJECT SCHEDULE

**Site Preparation for Cell 3 of Segment 3 Expansion  
 Indian River County Landfill  
 Solid Waste Disposal District  
 Vero Beach, Florida**

ID	Task Name	Duration	Start	October 2022	November 2022	December 2022	January 2023	February 2023	March 2023	April 2023	May 2023	June 2023
1	<b>Phase 1: Site Preparation for Cell 3 of Segment 3 Expansion</b>	<b>103 days?</b>	<b>Wed 11/23/22</b>									
2	General Consulting/Meeting Support/Project Management	103 days	Wed 11/23/22									
3	Preparation of Construction Documents	35 days?	Mon 11/28/22									
4	Contractor Procurement Services	12 days?	Mon 1/16/23									
5	Construction-Phase Support Services	50 days?	Mon 2/6/23									
6	Abandonment and Installation of Monitoring Wells	2 days?	Mon 1/9/23									

ATTACHMENT D  
DETAILED BUDGET ESTIMATE

Table 1

**BUDGET ESTIMATE  
PHASE 1 - SITE PREPARATION FOR CELL 3 CONSTRUCTION  
CLASS I LANDFILL - SEGMENT 3 EXPANSION  
INDIAN RIVER COUNTY, FLORIDA**

**PHASE 1: PROJECT MANAGEMENT/MEETINGS**

ITEM	BASIS	RATE	QUANTITY	ESTIMATED COST
<b>A. Professional Services</b>				
a. Senior Principal	Hr	\$260.00	34	\$8,840.00
b. Principal	Hr	\$245.00	0	\$0.00
c. Senior Professional	Hr	\$225.00	0	\$0.00
d. Project Professional	Hr	\$203.00	0	\$0.00
e. Professional	Hr	\$176.00	40	\$7,040.00
f. Senior Staff Professional	Hr	\$154.00	0	\$0.00
g. Staff Professional	Hr	\$132.00	0	\$0.00
<b>Subtotal Professional Services</b>				<b>\$15,880.00</b>
<b>B. Technical/Administrative Services</b>				
a. Senior Designer	Hr	\$165.00	6	\$990.00
b. Designer	Hr	\$143.00	0	\$0.00
c. Senior Drafter/Senior CADD Operator	Hr	\$126.00	0	\$0.00
d. Project Administrator	Hr	\$71.00	12	\$852.00
e. Clerical	Hr	\$55.00	4	\$220.00
<b>Subtotal Technical/Administrative Services</b>				<b>\$2,062.00</b>
<b>C. Reimbursables</b>				
a. Lodging	Day	\$150.00	2	\$300.00
b. Per Diem	Day	\$55.00	2	\$110.00
c. Communications Fee	3% Labor	\$0.03	\$17,942	\$538.26
d. CADD Computer System	Hr	\$15.00	6	\$90.00
e. Vehicle Rental & Fuel	Day	\$150.00	3	\$450.00
f. 8"x11" Photocopies	Each	\$0.12	100	\$12.00
g. CADD Drawings	Each	\$3.00	20	\$60.00
<b>Subtotal Reimbursables</b>				<b>\$1,560.26</b>
<b>TOTAL ESTIMATED BUDGET : PHASE 01</b>				<b>\$19,502.26</b>

Table 2

**BUDGET ESTIMATE  
PHASE 1 - SITE PREPARATION FOR CELL 3 CONSTRUCTION  
CLASS I LANDFILL - SEGMENT 3 EXPANSION  
INDIAN RIVER COUNTY, FLORIDA**

**PHASE 2: PREPARATION OF CONSTRUCTION DOCUMENTS**

ITEM	BASIS	RATE	QUANTITY	ESTIMATED COST
<b>A. Professional Services</b>				
a. Senior Principal	Hr	\$260.00	16	\$4,160.00
b. Principal	Hr	\$245.00	0	\$0.00
c. Senior Professional	Hr	\$225.00	16	\$3,600.00
d. Project Professional	Hr	\$203.00	0	\$0.00
e. Professional	Hr	\$176.00	42	\$7,392.00
f. Senior Staff Professional	Hr	\$154.00	30	\$4,620.00
g. Staff Professional	Hr	\$132.00	0	\$0.00
<b>Subtotal Professional</b>				<b>\$19,772.00</b>
<b>B. Technical/Administrative Services</b>				
a. Senior Designer	Hr	\$119.39	76	\$9,073.64
b. Designer	Hr	\$117.10	0	\$0.00
c. Senior Drafter/Senior CADD Operator	Hr	\$81.39	0	\$0.00
d. Project Administrator	Hr	\$83.08	0	\$0.00
e. Clerical	Hr	\$49.96	0	\$0.00
<b>Subtotal Technical/Adminis</b>				<b>\$9,073.64</b>
<b>C. Reimbursables</b>				
a. Lodging	Day	\$100.00	0	\$0.00
b. Per Diem	Day	\$55.00	0	\$0.00
c. Communications Fee	3% Labor	\$0.03	\$28,846	\$865.38
d. CADD Computer System	Hr	\$15.00	76	\$1,140.00
e. Vehicle Rental & Fuel	Day	\$150.00	0	\$0.00
f. 8"x11" Photocopies	Each	\$0.12	400	\$48.00
g. CADD Drawings	Each	\$3.00	200	\$600.00
<b>Subtotal Reimburs</b>				<b>\$2,653.38</b>
<b>TOTAL ESTIMATED BUDGET : PHASE 02</b>				<b>\$31,499.02</b>



Table 3

**BUDGET ESTIMATE  
PHASE 1 - SITE PREPARATION FOR CELL 3 CONSTRUCTION  
CLASS I LANDFILL - SEGMENT 3 EXPANSION  
INDIAN RIVER COUNTY, FLORIDA**

**PHASE 3: CONTRACTOR PROCUREMENT**

ITEM	BASIS	RATE	QUANTITY	ESTIMATED COST
<b>A. Professional Services</b>				
a. Senior Principal	Hr	\$260.00	16	\$4,160.00
b. Principal	Hr	\$245.00	0	\$0.00
c. Senior Professional	Hr	\$225.00	16	\$3,600.00
d. Project Professional	Hr	\$203.00	0	\$0.00
e. Professional	Hr	\$176.00	48	\$8,448.00
f. Senior Staff Professional	Hr	\$154.00	0	\$0.00
g. Staff Professional	Hr	\$132.00	12	\$1,584.00
<b>Subtotal Professional Services</b>				<b>\$17,792.00</b>
<b>B. Technical/Administrative Services</b>				
a. Senior Designer	Hr	\$119.39	24	\$2,865.36
b. Designer	Hr	\$117.10	0	\$0.00
c. Senior Drafter/Senior CADD Operator	Hr	\$81.39	0	\$0.00
d. Project Administrator	Hr	\$83.08	0	\$0.00
e. Clerical	Hr	\$49.96	8	\$399.68
<b>Subtotal Technical/Administrative Services</b>				<b>\$3,265.04</b>
<b>C. Reimbursables</b>				
a. Vehicle Rental & Fuel	Day	\$150.00	2	\$300.00
b. Per Diem	Day	\$55.00	2	\$110.00
c. Communications Fee	3% Labor	\$0.03	\$21,057	\$631.71
d. CADD Computer System	Hr	\$15.00	24	\$360.00
e. 8"x11" Photocopies	Each	\$0.12	0	\$0.00
f. CADD Drawings	Each	\$3.00	0	\$0.00
<b>Subtotal Reimbursables</b>				<b>\$1,401.71</b>
<b>TOTAL ESTIMATED BUDGET : PHASE 03</b>				<b>\$22,458.75</b>

Table 4

**BUDGET ESTIMATE**  
**PHASE 1 - SITE PREPARATION FOR CELL 1 CONSTRUCTION**  
**CLASS I LANDFILL - SEGMENT 3 EXPANSION**  
**INDIAN RIVER COUNTY, FLORIDA**

**PHASE 4: CONSTRUCTION-PHASE SERVICES**

ITEM	BASIS	RATE	QUANTITY	ESTIMATED BUDGET
<b>A. Professional Services</b>				
a. Senior Principal	hr	\$260.00	14	\$3,640.00
b. Principal	hr	\$245.00	0	\$0.00
c. Senior Professional	hr	\$225.00	16	\$3,600.00
d. Project Professional	hr	\$203.00	0	\$0.00
e. Professional	hr	\$176.00	54	\$9,504.00
f. Senior Staff Professional	hr	\$154.00	0	\$0.00
g. Staff Professional	hr	\$132.00	142	\$18,744.00
<b>Subtotal Professional Services</b>				<b>\$35,488.00</b>
<b>B. Technical/Administrative Services</b>				
a. Construction Manager	hr	\$132.00	0	\$0.00
b. Site Manager	hr	\$110.00	0	\$0.00
c. Senior Technician	hr	\$88.00	0	\$0.00
d. Senior Designer	hr	\$165.00	8	\$1,320.00
e. Designer	hr	\$143.00	0	\$0.00
f. Senior Drafter/CADD Operator	hr	\$126.00	0	\$0.00
g. Project Administrator	hr	\$71.00	0	\$0.00
h. Clerical	hr	\$55.00	8	\$440.00
<b>Subtotal Technical/Administrative Services</b>				<b>\$1,760.00</b>
<b>C. Reimbursables</b>				
a. Lodging	day	\$150.00	15	\$2,250.00
b. Per Diem	day	\$55.00	15	\$825.00
c. Communications Fee	3% labor	\$0.03	\$37,248	\$1,117.44
d. CADD Computer System	hr	\$15.00	8	\$120.00
e. Geotechnical Lab Testing	est	\$1,500.00	1.10	\$1,650.00
f. Geosynthetics Lab Testing	est	\$7,500.00	0	\$0.00
g. Surveyor	est	\$31,500.00	1.10	\$34,650.00
h. Vehicle Rental & Fuel	day	\$150.00	15	\$2,250.00
i. Computer , Data Collectors, Camera	week	\$25.00	15	\$375.00
j. Nuclear Density Gauge	week	\$125.00	15	\$1,875.00
k. Consumables	week	\$75.00	15	\$1,125.00
l. 8.5"x11" Photocopies	each	\$0.12	600	\$72.00
m. CADD Photocopies	each	\$3.00	50	\$150.00
<b>Subtotal Reimbursables</b>				<b>\$46,459.44</b>
<b>TOTAL ESTIMATED BUDGET : PHASE 04</b>				<b>\$83,707.44</b>

Table 5

**BUDGET ESTIMATE**  
**PHASE 1 - SITE PREPARATION FOR CELL 3 CONSTRUCTION**  
**CLASS I LANDFILL - SEGMENT 3 EXPANSION**  
**INDIAN RIVER COUNTY, FLORIDA**

**PHASE 5: ABANDONMENT OF WELLS**

ITEM	BASIS	RATE	QUANTITY	ESTIMATED BUDGET
<b>A. Professional Services</b>				
a. Senior Principal	hr	\$260.00	2	\$520.00
b. Principal	hr	\$245.00	0	\$0.00
c. Senior Professional	hr	\$225.00	0	\$0.00
d. Project Professional	hr	\$203.00	0	\$0.00
e. Professional	hr	\$176.00	20	\$3,520.00
f. Senior Staff Professional	hr	\$154.00	0	\$0.00
g. Staff Professional	hr	\$132.00	0	\$0.00
<b>Subtotal Professional Services</b>				<b>\$4,040.00</b>
<b>B. Technical/Administrative Services</b>				
a. Construction Manager	hr	\$132.00	0	\$0.00
b. Site Manager	hr	\$110.00	0	\$0.00
c. Senior Technician	hr	\$88.00	0	\$0.00
d. Senior Designer	hr	\$165.00	0	\$0.00
e. Designer	hr	\$143.00	0	\$0.00
f. Senior Drafter/CADD Operator	hr	\$126.00	0	\$0.00
g. Project Administrator	hr	\$71.00	8	\$568.00
h. Clerical	hr	\$55.00	0	\$0.00
<b>Subtotal Technical/Administrative Services</b>				<b>\$568.00</b>
<b>C. Reimbursables</b>				
a. Lodging	day	\$150.00	1.00	\$150.00
b. Per Diem	day	\$55.00	1.00	\$55.00
c. Communications Fee	3% labor	\$0.03	\$4,608	\$138.24
d. CADD Computer System	hr	\$15.00	0	\$0.00
e. Drilling Subcontractor	est	\$8,100.00	1.10	\$8,910.00
f. Vehicle Rental & Fuel	day	\$150.00	1.10	\$165.00
g. Consumables	week	\$75.00	1.00	\$75.00
h. 8.5"x11" Photocopies	each	\$0.12	50	\$6.00
i. CADD Photocopies	each	\$3.00	10	\$30.00
<b>Subtotal Reimbursables</b>				<b>\$9,529.24</b>
<b>TOTAL ESTIMATED BUDGET : PHASE 05</b>				<b>\$14,137.24</b>