

AMENDMENT TO WORK ORDER FOR

Phase 1 - Segment 3, Cell 3 Site Preparation
(Project Name)

This Amendment 1 to Work Order Number 18 is entered into as of _____, pursuant to that certain Continuing Contract Agreement, dated May 2, 2023, (“Agreement”), by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida (“COUNTY”) and Geosyntec Consultants, Inc. (“Consultant”).

1. The COUNTY has selected the Consultant to perform the professional services set forth in existing Work Order Number 18, with an Effective Date of 22 November 2022.
2. The COUNTY and the Consultant desire to amend this Work Order as set forth on Exhibit A (Modification to Scope of Work), attached to this Amendment and made part hereof by this reference. The professional services will be performed by the Consultant within the timeframe set forth in the Work Order, or as amended in Exhibit A, all in accordance with the terms and provisions set forth in the Agreement.
3. From and after the Effective Date of this Amendment, the above-referenced Work Order is modified as set forth in this Amendment. Pursuant to paragraph 1.4 of the Agreement, nothing contained in any Work Order shall conflict with the terms of the Agreement and the terms of the Agreement shall be deemed to be incorporated in each individual Work Order as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

CONSULTANT:

BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY

By: _____

By: _____
Susan Adams, Chairman

Print Name: _____

Title: _____

BCC Approved Date: _____

Attest: Ryan L. Butler, Clerk of Court and Comptroller

By: _____
Deputy Clerk

Approved: _____
John A. Titkanich, Jr., County Administrator

Approved as to form and legal sufficiency: _____
K. Keith Jackman, Assistant County Attorney

Scope, thresholds and amendment number confirmed by: _____
Purchasing

EXHIBIT A
PROFESSIONAL SERVICES

14 November 2023

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) to provide additional engineering design 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 additional services related to Phase 1 – Segment 3 Cell 3 site preparation activities. This proposal was prepared by in response to discussions between Mr. Himanshu Mehta, P.E., Managing Director of SWDD and Mr. Ron T. Jones, BCEE, Assistant Managing Director of SWDD and Dr. Timothy Copeland, P.E and Dr. Kwasi Badu-Tweneboah, P.E. both of Geosyntec.

Geosyntec has prepared this proposal (professional services) as Exhibit A of Amendment 1 to CCNA-2018-WO No. 18, pursuant to that certain Continuing Contract Agreement for Professional Services, dated 2 May 2023, (“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) and 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.
- Phase 2: Construction of the Cell 3 liner and leachate control systems to be performed by a contractor selected through a separate procurement process.

On 22 September 2023 SWDD authorized Work Order 18 to Geosyntec to provide engineering and construction support services related to Phase 1 Site preparation activities for Cell 3 liner construction. The scope of services included preparation of construction documents, contractor procurement support services, and construction-phase support services. ccccc

This proposal addresses the additional engineering design and construction support services required to complete Phase 1 of the Project, including additional engineering design services requested by SWDD, additional construction support services including additional geotechnical testing required to substantially complete construction by the contractor. In addition, SWDD requested that Geosyntec prepare a minor modification permit application to include leachate toe drains in Cells 3 and 4 for submittal to FDEP prior to Phase 2 construction.

PROPOSED SCOPE OF WORK

In addition to the original project scope of work this proposal presents the need for additional scope including, additional geotechnical testing, preparation of additional construction drawings, extended construction support services, and preparation of minor modification permit application. For budgeting purposes, the additional scope of work is divided into the following four phases:

- Phase 1 – General Consulting/Meeting Support/Project Management;
- Phase 2 – Preparation of Additional Construction Drawings;
- Phase 3 – Extended Construction-Phase Support Services; and
- Phase 4 – Minor Modification Permit Application.

Phase 1 – General Consulting/Meeting Support/Project Management

Under this phase, Geosyntec will perform project management responsibilities, such as correspondence with SWDD and FDEP, review of subcontractors' invoices, project coordination, and administration including monthly invoicing.

Phase 2 – Preparation of Additional Construction Documents

This phase includes the additional effort made to re-align the perimeter road on the eastern edge of Cell 4 as directed by Ronnie Jones of IRC SWDD. Additional Construction Drawings were prepared utilizing the Segment 3 Expansion Permit Drawings prepared by Geosyntec in March 2010 and revised in November 2015. Construction control points were provided for construction.

Phase 4 – Extended Construction-Phase Support Services

The originally approved Work Order assumed engineering support services for a 2 to 3 month construction duration. As of October 31st, 2023, the Project has surpassed the 3 month projection based on the contractor's schedule. The additional support projected to finish this project will include an additional month of contracting services based on the contractors' current schedule estimation. Therefore, Geosyntec will provide construction and engineering support services for an additional month. This includes preparation and participation in weekly construction progress meetings, preparation meeting minutes, and review of contractor's submittals including payment application requests.

In addition, as part of this phase, a proposal provided by AACE for the additional work required to complete the Project is included as Attachment A. Geosyntec will also continue to review all

test results to ensure compliance with the project specifications and FDEP-issued permit for the Class I Landfill.

Phase 6 – Minor Modification Permit Application

This phase includes the additional effort made to prepare a minor modification permit application to add leachate toe drains along the north-eastern and north-western limits of both Cell 3 of Segment 3 and the future Cell 4 of Segment 3 for submittal to the FDEP. At the request of SWDD, Geosyntec scheduled and participated in a pre-application meeting with FDEP and is in the process of finalizing the application for submittal to FDEP.

BUDGET ESTIMATE

A budget estimate for the scope of work outlined in Phase 1 through 4 of this proposal is summarized in the following table. A detailed budget estimate is provided as Attachment B. Note that fee for the geotechnical testing is included in Phase 1.

| | |
|---|--------------------|
| • Phase 1 – General Consulting/Meeting Support/Project Management | \$3,308.36 |
| • Phase 2 – Preparation of Additional Construction Drawings | \$7,429.47 |
| • Phase 4 – Extended Construction-Phase Support Services | \$22,177.34 |
| • Phase 6 – Minor Modification Permit Application | \$6,868.56 |
| TOTAL | \$39,783.73 |

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

Mr. Himanshu Mehta, P. E.
14 November 2023
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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,



Timothy Copeland, Ph.D., P.E.
Engineer



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

Attachments

Attachment A: Andersen Andre Consulting Engineering Inc. Proposal

Attachment B: Detailed Budget Estimate

ATTACHMENT A
AACE PROPOSAL



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

Attention: Mr. Timothy Copeland, Ph.D., P.E.

**PROPOSAL FOR SUPPLEMENTARY CONSTRUCTION MATERIALS TESTING SERVICES
INDIAN RIVER COUNTY LANDFILL
PROPOSED CELL NO. 3 SITE PREPARATION
INDIAN RIVER COUNTY, FLORIDA**

Andersen Andre Consulting Engineers, Inc. (AAACE) is pleased to present this proposal for providing supplementary construction materials testing for the above-referenced project.

AAACE is currently providing in-place density testing of the fill being placed to form the base of the proposed Cell No. 3. As part of these on-going efforts, we now understand that we are being requested to perform these services on a part-time schedule, with an AAACE technician being on-site every day in the afternoon (approximately 1PM to the end of the work day, Monday through Friday) until the end of November 2023. We note that this level of presence may not satisfy the testing frequency outlined in the project specifications.

We estimate that the cost of our additional services will be **\$14,470.00**. Charges will be made for the work actually performed using the unit fees given in the attached "Project Services and Fees" which are included in our Continuing Services Contract with Indian River County. Contractor efficiency, methodology and changes in testing frequencies may affect the testing cost. We will notify you in advance if it appears that the cost estimate will be exceeded.

To authorize us to proceed with this project, please execute and return to us a copy of the attached Professional Services Agreement form or a Purchase Order number. If you have any questions or if we can provide any additional information, please feel free to contact us at your convenience.

Best Regards,
ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

Peter G. Andersen, P.E.
Principal Engineer

David P. Andre, P.E.
Principal Engineer

PROJECT SERVICES AND FEES

In-Place Density Testing

- 35 site visits @ 4 hours per visit @ \$63.00/hour (Sr. Engineering Technician) \$8,820.00

Additional Laboratory Testing

- 15 Standard Proctor Tests [ASTM D698] @ \$91.00/test \$1,365.00
- 15 Particle-Size Analysis [ASTM D422] @ \$65.00/test \$975.00

Professional Services

- Sr. Project Engineer; 20 hours @ \$128.00/hour \$2,560.00
- Technical Secretary; 15 hours @ \$50.00/hour \$750.00

Total Anticipated Project Cost: \$14,470.00

The following conditions apply to this project:

- (1) Stand-by time will be charged at \$63.00/hour per technician.
- (2) The contractor should contact Andersen Andre Consulting Engineers, Inc. at (772) 807-9191 a minimum of 24 hours prior to any testing and 48 hours prior to weekend and evening work.
- (3) Unit rates apply to standard working days, Monday through Friday, 7:00 a.m to 6:00 p.m. Testing and hourly rates will be increased by 50% for weekend, holiday or after-hours services.
- (4) If our testing estimate for a specific work element is insufficient for that particular activity, resources from another work element can be used without prior authorization from the client as long as our total cost estimate is not exceeded. We will notify you in advance if it appears that the cost estimate presented in the attached unit fee schedule will be exceeded.
- (5) Soil sample pickup for laboratory testing will be billed at \$63.00/hour if not scheduled with other work.
- (6) AACE's field technicians and engineering do not direct or witness the performance of any work. Neither the presence of an AACE representative on-site nor the observation and testing by our firm implies AACE's responsibility for defects discovered in the construction work.
- (7) AACE will not be responsible for job or site safety for this project; job site safety will be the sole responsibility of the contractor.



PROFESSIONAL SERVICES AGREEMENT

AAACE Proposal No: P23-2668.A

Project Name: INDIAN RIVER COUNTY LANDFILL - PROPOSED CELL NO. 3 SITE PREPARATION
SUPPLEMENTARY CONSTRUCTION MATERIALS TESTING SERVICES

Client:

Address:

Geosyntec Consultants, Inc.
Attn: Mr. Timothy Copeland, Ph.D., P.E.

1200 Riverplace Boulevard, Suite 710
Jacksonville, FL 32207

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

Perform supplementary construction materials testing during the construction of the INDIAN RIVER COUNTY LANDFILL - PROPOSED CELL NO. 3 SITE PREPARATION, as detailed herein.

Estimated Budget:

\$14,470.00

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 **AAACE:**

By: _____

By: 

Name: _____

Name: Peter G. Andersen, P.E.

Title: _____

Title: Principal Engineer

Date: _____

Date: October 24, 2023

Billing Address: _____

Phone/Email: _____

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 B
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: GENERAL CONSULTING/MEETING SUPPORT/PROJECT MANAGEMENT

| ITEM | BASIS | RATE | QUANTITY | ESTIMATED COST |
|---|--------------|-------------|-----------------|-----------------------|
| A. Professional Services | | | | |
| a. Senior Principal | Hr | \$260.00 | 4 | \$1,040.00 |
| b. Principal | Hr | \$245.00 | 0 | \$0.00 |
| c. Senior Professional | Hr | \$225.00 | 0 | \$0.00 |
| d. Project Professional | Hr | \$203.00 | 10 | \$2,030.00 |
| e. Professional | Hr | \$176.00 | 0 | \$0.00 |
| f. Senior Staff Professional | Hr | \$154.00 | 0 | \$0.00 |
| g. Staff Professional | Hr | \$132.00 | 0 | \$0.00 |
| Subtotal Professional Services | | | | \$3,070.00 |
| B. Technical/Administrative Services | | | | |
| a. Senior Designer | Hr | \$165.00 | 0 | \$0.00 |
| 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 | 2 | \$142.00 |
| e. Clerical | Hr | \$55.00 | 0 | \$0.00 |
| Subtotal Technical/Administrative Services | | | | \$142.00 |
| C. Indirect Expenses | | | | |
| a. Subcontractor Services | Each | \$0.00 | 0.00 | \$0.00 |
| Subcontractor Services | | | | \$0.00 |
| D. Direct Expenses | | | | |
| a. Lodging | Day | \$150.00 | 0 | \$0.00 |
| b. Per Diem | Day | \$55.00 | 0 | \$0.00 |
| c. Communications Fee | 3% Labor | \$0.03 | \$3,212 | \$96.36 |
| d. CADD Computer System | Hr | \$15.00 | 0 | \$0.00 |
| e. Vehicle Rental & Fuel | Day | \$150.00 | 0 | \$0.00 |
| f. 8"x11" Photocopies | Each | \$0.12 | 0 | \$0.00 |
| g. CADD Drawings | Each | \$3.00 | 0 | \$0.00 |
| Subtotal Reimbursables | | | | \$96.36 |
| TOTAL ESTIMATED BUDGET : PHASE 1 | | | | \$3,308.36 |

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 ADDITIONAL CONSTRUCTION DRAWINGS

| ITEM | BASIS | RATE | QUANTITY | ESTIMATED COST |
|---|----------|----------|----------|-------------------|
| A. Professional Services | | | | |
| a. Senior Principal | Hr | \$260.00 | 1 | \$260.00 |
| 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 | 14 | \$2,464.00 |
| f. Senior Staff Professional | Hr | \$154.00 | 0 | \$0.00 |
| g. Staff Professional | Hr | \$132.00 | 0 | \$0.00 |
| Subtotal Professional Services | | | | \$2,724.00 |
| B. Technical/Administrative Services | | | | |
| a. Senior Designer | Hr | \$165.00 | 25 | \$4,125.00 |
| 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 | 0 | \$0.00 |
| e. Clerical | Hr | \$55.00 | 0 | \$0.00 |
| Subtotal Technical/Administrative Services | | | | \$4,125.00 |
| C. Indirect Expenses | | | | |
| a. Subcontractor Services | Each | \$0.00 | 0.00 | \$0.00 |
| Subcontractor Services | | | | \$0.00 |
| D. Direct Expenses | | | | |
| a. Lodging | Day | \$150.00 | 0 | \$0.00 |
| b. Per Diem | Day | \$55.00 | 0 | \$0.00 |
| c. Communications Fee | 3% Labor | \$0.03 | \$6,849 | \$205.47 |
| d. CADD Computer System | Hr | \$15.00 | 25 | \$375.00 |
| e. Vehicle Rental & Fuel | Day | \$150.00 | 0 | \$0.00 |
| f. 8"x11" Photocopies | Each | \$0.12 | 0 | \$0.00 |
| g. CADD Drawings | Each | \$3.00 | 0 | \$0.00 |
| Subtotal Reimbursables | | | | \$580.47 |
| TOTAL ESTIMATED BUDGET : PHASE 2 | | | | \$7,429.47 |

Table 3

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

PHASE 4: EXTENDED CONSTRUCTION-PHASE SUPPORT SERVICES

| ITEM | BASIS | RATE | QUANTITY | ESTIMATED COST |
|---|--------------|-------------|-----------------|-----------------------|
| A. Professional Services | | | | |
| a. Senior Principal | Hr | \$260.00 | 12 | \$3,120.00 |
| 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 | 16 | \$2,816.00 |
| f. Senior Staff Professional | Hr | \$154.00 | 0 | \$0.00 |
| g. Staff Professional | Hr | \$132.00 | 0 | \$0.00 |
| Subtotal Professional Services | | | | \$5,936.00 |
| B. Technical/Administrative Services | | | | |
| a. Senior Designer | Hr | \$165.00 | 0 | \$0.00 |
| 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 | 2 | \$142.00 |
| e. Clerical | Hr | \$55.00 | 0 | \$0.00 |
| Subtotal Technical/Administrative Services | | | | \$142.00 |
| C. Indirect Expenses | | | | |
| a. Subcontractor Services (ACE) | Each | \$14,470.00 | 1.10 | \$15,917.00 |
| Subcontractor Services | | | | \$15,917.00 |
| D. Direct Expenses | | | | |
| a. Lodging | Day | \$150.00 | 0 | \$0.00 |
| b. Per Diem | Day | \$55.00 | 0 | \$0.00 |
| c. Communications Fee | 3% Labor | \$0.03 | \$6,078 | \$182.34 |
| d. CADD Computer System | Hr | \$15.00 | 0 | \$0.00 |
| e. Vehicle Rental & Fuel | Day | \$150.00 | 0 | \$0.00 |
| f. 8"x11" Photocopies | Each | \$0.12 | 0 | \$0.00 |
| g. CADD Drawings | Each | \$3.00 | 0 | \$0.00 |
| Subtotal Reimbursables | | | | \$182.34 |
| TOTAL ESTIMATED BUDGET : PHASE 3 | | | | \$22,177.34 |

Table 4

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

PHASE 6: MINOR MODIFICATION PERMIT APPLICATION

| ITEM | BASIS | RATE | QUANTITY | ESTIMATED COST |
|---|----------|----------|----------|-------------------|
| A. Professional Services | | | | |
| a. Senior Principal | Hr | \$260.00 | 12 | \$3,120.00 |
| 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 | 12 | \$2,112.00 |
| f. Senior Staff Professional | Hr | \$154.00 | 0 | \$0.00 |
| g. Staff Professional | Hr | \$132.00 | 0 | \$0.00 |
| Subtotal Professional Services | | | | \$5,232.00 |
| B. Technical/Administrative Services | | | | |
| a. Senior Designer | Hr | \$165.00 | 8 | \$1,320.00 |
| 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 | 0 | \$0.00 |
| e. Clerical | Hr | \$55.00 | 0 | \$0.00 |
| Subtotal Technical/Administrative Services | | | | \$1,320.00 |
| C. Indirect Expenses | | | | |
| a. Subcontractor Services | Each | \$0.00 | 0.00 | \$0.00 |
| Subcontractor Services | | | | \$0.00 |
| D. Direct Expenses | | | | |
| a. Lodging | Day | \$150.00 | 0 | \$0.00 |
| b. Per Diem | Day | \$55.00 | 0 | \$0.00 |
| c. Communications Fee | 3% Labor | \$0.03 | \$6,552 | \$196.56 |
| d. CADD Computer System | Hr | \$15.00 | 8 | \$120.00 |
| e. Vehicle Rental & Fuel | Day | \$150.00 | 0 | \$0.00 |
| f. 8"x11" Photocopies | Each | \$0.12 | 0 | \$0.00 |
| g. CADD Drawings | Each | \$3.00 | 0 | \$0.00 |
| Subtotal Reimbursables | | | | \$316.56 |
| TOTAL ESTIMATED BUDGET : PHASE 4 | | | | \$6,868.56 |