2

SUBJECT: POPE PLACE AND GOLD MERIT ASH DISPOSAL SITES REMEDIAL ACTION PLAN IMPLEMENTATION

BID #: CP-0092-22 **OPEN DATE:** 6 JULY 2022

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION CONTRACT – FROM AWARD EXECUTION THROUGH COMPLETION

AGENCY: PUBLIC WORKS – SOLID WASTE DIVISION

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: 38 **NUMBER RECEIVED:** 2 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Request approval of Change Order #1 in the amount of $711,893.88 for Capps Land Management and Material, LLC (contract #71977-22) due to increased depths and lateral dimensions of excavation and the attainment of additional site access agreements, hazardous waste remediation, and related ancillary tasks as indicated in the attached Scope & Fee Summary. Total revised not-to-exceed award amount will be $5,992,518.88.

This award will be funded from account 32104.157002.565051.000575.0000000.00000.0000000, executed by formal Change Order #1 through the Office of General Counsel, and processed via change order to PO-645933-22.

ATTACHMENTS: Recommendation Memo, Scope & Fee Summary / Change Order, Previous Award

ANALYST: _____
DAVID KLAGES

RESPECTFULLY SUBMITTED: _____
DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: WILL WILLIAMS, M.B.A., CHIEF, SOLID WASTE DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

ONE CITY. ONE JACKSONVILLE

City of Jacksonville, Florida

Donna Deegan, Mayor

Department of Public Works
Solid Waste Division
1031 Superior Street
Jacksonville, FL 32254
(904) 255-7500
www.coj.net

September 6, 2023

TO: Dustin Freeman
Chief, Procurement

THRU: Nina Sickler, P.E.
Acting Director, Public Works

FROM: Will Williams, M.B.A.
Chief, Solid Waste Division

Jeffrey S. Foster, P.G.
Solid Waste Environmental Engineering Manager

SUBJECT: Change Order #1 – Contract #71977-22, Bid #CP-0092-22 – PO645933-22
Capps Land Management and Materials, LLC
Pope Place and Gold Merit Ash Disposal Sites (Remediation)

The referenced contract was originally awarded to Capps Land Management and Materials, LLC in the amount of $5,280,625.00. Change Order #1, in the amount of $711,893.88 is necessary for Capps Land Management and Materials, LLC to proceed and is detailed in the attached letter and supporting documentation.

Accordingly, this is to request approval for Change Order #1 to Contract #71977-22 in the amount of $711,893.88. The revised maximum indebtedness to the City will be $5,992,518.88.

Funding for this project will be encumbered as follows:

ACCOUNTS	TOTAL
32104.157002.565051.000575.00000000.00000.0000000	$711,893.88

Attachments

cc: Lori West
Nickii Brookins

CITY OF JACKSONVILLE
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
CONSTRUCTION CHANGE ORDER

Change Order No. One (1) Date July 3, 2026

Description of Project Gold Merit and Pope Place (GMPP) Ash Disposal Sites Remediation Project

Name of Contractor Capps Land Management and Materials, LLC

Contractor's Address 114 Halsema Rd S, Jacksonville, FL 32220

Contract No. 71977-22

Account No. POA-71977-22 Original Contract $5,280,625.00

+ Previous Change Order # s $0 + Change Order No # $711,893.88

*See attached appendix for additional listings.

TOTAL REVISED CONTRACT $5,992,518.88

Bid Number CP-0092-22

Original Construction Completion Date October 22, 2023

Revised Construction Completion Date February 22, 2024

Original Contract Expiration Date October 22, 2023

Revised Contract Expiration Date May 22, 2024

In compliance with General Conditions of above-referenced contract, CONTRACTOR and OWNER do both hereby agree that the CONTRACTOR shall make the following changes, additions or deletions to the Work specified in the plans and specifications: See attached. Add 106 non-compensable calendar days to construction completion and contract expiration dates respectively.

Justification See attached

The Issuing Authority has looked over cost and pricing data for this change order and has determined that this change order is necessary and all costs are reasonable.

Accepted for Contractor Capps Land Management and Materials, LLC

Signed [signature] Attest [signature]

Title President Title Director of Operations

Date 8/16/2023 Date 8/16/2023

Signed Solid Waste Division By [signature] 8-16-2023

Issuing Authority Jeffrey S. Roper, P.G. Date

SW Environmental Engineering Manager

Signed Solid Waste Division By [signature] 8-17-2023

Using Division Div/Department Head Date

Chief, Engineering & Construction Mgmt Div Date Assistant Counsel Date

Director of Public Works Date Mayor Date

Chief of Procurement Date Corporation Secretary Date

Director of Finance Date

CDM Smith

4651 Salisbury Road, Suite 420
Jacksonville, Florida 32256
tel: 904 731-7109

July 3, 2023

Mr. Jeff Foster, P.G.
Department of Public Works
Solid Waste Division
1031 Superior Street
Jacksonville, FL 32254

Subject: Gold Merit and Pope Place (GMPP) Remediation Change Order 1 Package
Contract# 71977-22

Dear Mr. Foster:

Please find enclosed the change order packet for the Gold Merit and Pope Place (GMPP) ash disposal sites (the Site) remediation project, Contract # 71977-22, Florida Department of Environmental Protection (FDEP) facility ID ERIC-14576. The Site is in central Duval County immediately south of the Ribault River and east of New Kings Road and is currently under active construction and requires a change order for the contractor, Capps Land Management and Materials, LLC (Capps) to proceed with the overall intent of remedial and regulatory closure in this residential area.

In general, the main cost elements of this change order package reflect increased depths and lateral dimensions of excavation due to contamination encountered and the attainment of additional Site access agreements, hazardous waste remediation, and related ancillary tasks such as sampling, testing, clearing/grubbing, debris removal, surveying, etc....that are outside of the original scope of work of the Capps contract in nature and/or extent at the Site.

For organizational purposes, the change order packet is organized into nine (9) sections (Capps Change Order #1-9, aka COJ Change Order 1 Package) based on task and/or parcel ID number pertinent to the Site:

City of Jacksonville Change Order Form in word format.

Capps Change In Scope – Additional Work Justification - reviewed and approved by CDM Smith Inc.

Capps Change Order Summary Spreadsheet – reviewed and approved by CDM Smith Inc.

Capps Backup Files to substantiate the Change Order. This includes a build-up of all labor, equipment and materials, and contract rates (if applicable) for each of the 9 sections. Note a

reductive change order (negative cost or credit) of $24,000 was applied to Capps Change Order #1 relating to the grinding of stumps.

This results in a net increase of **$711,893.88** to the Capps contract. In alignment with the original contract, Capps will execute the work on a lump sum or unit cost basis as appropriate. The period of service of the Capps contract has also been extended to accommodate the additional scope.

If you have any questions, please contact Clint Noble via email at noblecc@cdmsmith.com or phone at (904) 527-6715.

Sincerely,

Clint C. Noble, P.G., PMP
Senior Project Manager
CDM Smith Inc.

Pope Place and Gold Merit Ash Disposal Site

Change In Scope / Additional Work Requested

Change Order # 1

Change order request number 1 is additional cost associated with the processing, handling, and hauling of stumps that are considered contaminated waste per section 6 of the RAP and Appendix B /ERP General Permit Application. The stumps could not be processed on-site due to unforeseen buried debris being intertwined in the stumps and had to be hauled off site to the Land Fill as contaminated material per the Remedial Action Plan section 6. Cost for This Change in Scope has been provided under this change order as requested by the COJ. General Conditions, Section 20.34 Changes, Section 20.22 Survey and Conditions at the Site.

Change Order # 2

Change order request number 2 is additional work associated with the removal of unforeseen buried asbestos debris found during the original scope of excavation, Section 900 of the detailed scope of work, Section 3 Summary of Remedial Alternatives Evaluation Selection, and Refinement, and Section 5.2 Soil/Ash Excavation and Disposal of the provided RAP. The nonfriable asbestos was removed as requested by CDM Smith and the COJ under a wet removal. The material was then hauled to the Trail Ridge Landfill and disposed of as directed by CDM and COJ. Capps Provided all labor, equipment, materials, sub-contractors, and testing for the change in scope. General Conditions, Section 20.34 Changes, Section 20.22 Survey and Conditions at the Site.

Change Order # 3

Change order request number 3 is requested pricing for additional area on parcel 7 to be remediated outside of original scope of work per the RAP Figure 3-1, Figure 5-1, Figure 6-1 Final Remedial Action Areas. Additional work includes clearing, excavation, and remediation of requested area on parcel 7 as requested by the COJ and CDM Smith, General Conditions, Section 20.34 Changes.

Change Order # 4

Change order request number 4 is testing requested to delineate unforeseen hazardous concentrations of lead in cells WC-36 and WC-09, Capps was requested to provide complete hazardous waste confirmation sampling at WC-36-4 that fell outside the guidelines set forth in the RAP section 6.4.1 and collect samples to prepare a report for the wetland area on Parcel 4 at the Pope Place and Gold Merit site. This extra work and testing were requested by COJ and CDM Smith, General Conditions, Section 20.34 Changes, Section 20.22 Survey and Conditions at the Site.

Change Order # 5

Change order request number 5 is additional cost associated with the processing, handling, hauling and disposal of buried concrete debris. This work included all labor, equipment, and hauling of the excavation, processing, and removal of unforeseen buried concrete debris. All buried concrete debris were processed and hauled to Trail Ridge Landfill as requested by the COJ and CDM Smith. RAP Section 6.4.1 Excavation, Appendix B ERP General Permit Application, Section 20.34 Changes, Section 20.22 Survey and Conditions at the Site.

Change Order # 6

Change order request number 6 is requested pricing per COJ for the treatment and removal of WC-36 lead impacted soils on Parcel 4. This pricing includes all labor, equipment, and material to treat in-place Lead Contaminated Soils that exceed the limits in Section 900 Detailed Scope of Work and the Provided RAP. General Conditions, Section 20.34 Changes, Section 20.22 Survey and Conditions at the Site. RAP section 6.4.1

Change Order # 7

Change order request number 7 is requested pricing for additional area to be remediated outside of original scope per the RAP and RFP. Additional work includes clearing, excavation, and remediation of requested area on parcel 3,4 as requested by the COJ and CDM Smith. RAP Figure 3-1, Figure 5-1, Figure 6-1 Final Remedial Action Areas, General Conditions, Section 20.34 Changes.

Change Order # 8

Change order request number 8 is requested pricing for additional area to be remediated outside of original scope per the RAP and RFP. Additional work includes clearing, excavation and remediation of requested area on parcel 13,14. Parcels 13 and 14 were originally outside the scope of work and have now been added after the COJ has received access agreements from the owners. See Section 3 Proposal CP-0092-22 Base Bid Schedule, RAP Figure 3-1, Figure 5-1, Figure 6-1 Final Remedial Action Areas, General Conditions, Section 20.34 Changes.

Change Order # 9

Change order request made to expand the remediation excavation depth and lateral limits to remove contamination more fully on residential Parcel #9. Upon excavation, additional ash contamination was discovered outside of the bounds shown in the CAR completed by CH2M in 2004, and as incorporated into CDM Smith RAP 2019 drawings and contract documents. Additionally, structures will be removed to access contaminated soil and the owner compensated for the demolition of said structures.

COJ CONTRACT NO: 71977-22
COJ PO: 645933-22
PROJECT: Pope Place and Gold Merit Ash Disposal Sites
CAPPS JOB #: 22220

Change Order	Description	Labor Cost	Equipment Cost	Subcontractor	Material/Other	BOND	Total CO	
1	Unforseen Grubbing	$11,018.39	$31,063.55	$4,254.45	$0.00	$567.41	$38,394.90	These stumps could not be processed on-site due to unforeseen buried debris being intertwined in the stumps and had to be hauled off site to the Land Fill. Remedial Action Plan Section 6.2.4.2 Grubbing. waste.
2	Asbestos	$1,426.88	$2,530.46	$0.00	$2,386.69	$95.16	$6,439.19	Additional work related to unforeseen buried debris encountered on-site / Asbestos Tiles. This work included treatment and removal of the asbestos tiles as requested by COJ on 2/17/2023.
3	Parcel 7	$4,690.00	$8,987.01	$0.00	$9,046.13	$343.85	$23,266.98	Requested pricing for additional area to be remediated outside of original scope per the RAP and RFP. Additional work includes clearing, excavation and remediation of requested area on parcel 7
4	Additional Testing	$1,800.00	$755.41	$36,828.00	$0.00	$590.75	$39,974.16	Testing requested to delineate hazardous concentrations of lead in cells WC-36 and WC-09,complete hazardous waste confirmation sampling at WC-36-4, and collect samples to prepare a report for the wetland area on Parcel 4 at the Pope Place and Gold Merit site.
5	Buried Debris	$1,155.00	$4,691.63	$1,402.78	$0.00	$106.74	$7,358.15	Additional work related to unforeseen buried debris encountered on-site / concrete without rebar. This work included excavation, processing and removal of buried concrete debris.
6	Parcel 4 Lead	$3,319.60	$5,617.19	$0.00	$2,244.72	$167.72	$11,349.23	Requested pricing per COJ for the treatment and removal of WC-36 lead impacted soils on Parcel 4.
7	Parcel 3,4 Added Rem.	$33,328.13	$60,495.23	$72,122.60	$26,686.07	$2,889.48	$195,521.51	Requested pricing for additional area to be remediated outside of original scope per the RAP and RFP. Additional work includes clearing, excavation and remediation of requested area on parcel 3,4
8	Parcel 13,14 Added Rem.	$26,850.00	$50,674.52	$34,966.25	$60,307.50	$2,591.97	$175,390.24	Requested pricing for additional area to be remediated outside of original scope per the RAP and RFP. Additional work includes clearing, excavation and remediation of requested area on parcel 13,14
9	Shed Removal Compensation/Added Remediation/Excavation	$28,524.59	$36,945.29	$40,606.50	$104,957.63	$3,165.51	$214,199.51	Removal, Release and Compensation for Shed to be removed on Parcel 9. Removal, Release and Compensation for Shed to be removed, additional remediation on Parcel 9, Excavation Contingency >2FT
						TOTAL:	$711,893.88	

CHANGE ORDER #1

CAPPS LAND MANAGEMENT & MATERIALS, LLC
PRICING WORKSHEET

COJ CONTRACT NO 71977-22
COJ PO 845933-22
PROJECT Pope Place and Gold Merit Ash Disposal Sites
CAPPS JOB # 22220

DATE. 01/31/23

DESCRIPTION OF ADDITIONAL WORK OR CHANGED LOCATION CR #1 Unforseen Grubbing Stumps

*Change Order Request for processing, handling, and hauling of stumps that are considered contaminated waste.
These stumps could not be processed on-site due to unforeseen buried debris being intertwined in the stumps and had to be hauled off site to the Land Fill. Remedial Action Plan Section 6.2.4.2 Grubbing

LABOR

NAME / CLASS	REGULAR RATE	REGULAR HRS	PREMIUM RATE	PREMIUM HRS	TOTAL
FOREMAN	$40.00	44.0			$1,760.00
LABORER, SKILLED	$18.00	32.0			$576.00
OPERATOR, EXCAVATOR	$24.00	139.5	$36.00	16.0	$3,924.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
SUBTOTAL LABOR					$6,260.00
LABOR BURDEN				40.81%	$2,554.71
LABOR MARK-UP				25.0%	$2,203.68
TOTAL LABOR					$11,018.39

EQUIPMENT

DESCRIPTION	ACTIVE RATE	ACTIVE HRS	IDLE RATE	IDLE HRS	TOTAL
FOREMAN TRUCK	$27.37	44.0			$1,204.28
EXCAVATOR, JD350	$ 185.00	139.5			$25,807.50
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
SUBTOTAL EQUIPMENT					$27,011.78
EQUIPMENT MARK-UP				15.0%	$4,051.77
TOTAL EQUIPMENT					$31,063.55

SUBCONTRACTOR

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
		TN		$0.00
CREDIT GRINDING	1.0	LS	-$24,000.00	($24,000.00)
P&G HAULING ACTUAL INVOICED COST	437.8	TN	$41.00	$17,950.50
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
SUBTOTAL SUBCONTRACTOR				-$6,049.50
MARK-UP				10.0% $1,795.05
TOTAL SUBCONTRACT				-$4,254.45

MATERIAL / OTHER

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
	0.00	TNS	$0.00	$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
SUBTOTAL MATERIAL				$0.00
SALES TAX			7.5%	$0.00
MARK-UP			10.0%	$0.00
TOTAL MATERIAL				$0.00

CONTRACTORS REP 4/21/23
SUBCONTRACTOR REP DATE
OWNERS REP DATE

LABOR		$11,018.39
EQUIPMENT		$31,063.55
SUBCONTRACT		-$4,254.45
MATERIAL		$0.00
BOND	1.50%	$567.41
TOTAL		$38,394.90

April Capps

From: Foster, Jeffrey <JSFoster@coj.net>
Sent: Monday, January 9, 2023 4:50 PM
To: April Capps
Cc: Jason Freeman
Subject: RE: GMPP Clearing/ Grubbing

April:

10-4. We will get back with you as soon as possible. Thanks.

Jeff Foster
PWSW

From: April Capps <april@cappsland.net>
Sent: Monday, January 9, 2023 4:43 PM
To: Foster, Jeffrey <JSFoster@coj.net>
Cc: Jason Freeman <jasonf@cappsland.net>
Subject: GMPP Clearing/ Grubbing

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Jeff,

After conversations with Jason after our meeting Friday we/CAPPS feel that we have encountered subsurface conditions that are materially different from the original Bid documents. Due to the unknow condition of significant buried debris that has become intertwined and grown into the stumps, at this time CAPPS is unable to mulch clearing debris (Roots and Stumps) as planned at the time of bid. CAPPS would have taken all mulched stumps to Trail Ridge with no disposal fee. CAPPS did not anticipate paying disposal fees and other additional cost for clearing and grubbing debris (Roots and Stumps) to be disposed of at Trail Ridge Landfill as solid waste. Per 6.2.4.2 of the RAP "Grubbed materials are assumed to contain contaminated soils and/or ash and will be disposed of at the Trail Ridge Landfill" It is our opinion that this is an unforeseen condition. As previously communicated we are prepared to start hauling activities this week and will need your guidance to move forward. Please call myself or Jason at your earliest convenience to discuss.

Thanks,

April Capps
Capps Land Management & Material, LLC
114 Halsema Rd S,
Jacksonville, FL 32220
(904) 693-8644
Fax (904)693-8645
Cell (904) 338-5749
april@cappsland.net

CAPPS LAND FAMILY OF COMPANIES

Daily Log

Project/Division	22220 - Pope Place & Gold Merit	**Inspection #**	37400
Reference		**Date/Time created**	04/17/2023 14.04
Location		**Originator**	Unknown user
Person(s) receiving	Amanda Duncan		
Daily Log			
Date	04/17/2023		
Project #	Pope - 71977-22		
Work Performed Today	Loaded shed onto transport		
Problems/Delays	No		
Sub-Contractor Employee Count Onsite	Cdm		
Sub-Contractor Progress			
Special Assignments			
Extra Work (Include Authorized By and Cost)			
Equipment Rented Today (Include Rented From and Rate)			
Erosion Control Checked	Yes		
Weather	Sunny		
Temp AM & PM	52/72		
Rain Received Onsite	1/2"		
Safety Meeting	Yes		
NEW Equipment and Hours (equipment without time logged against it)			
Material Purchased			
Known Conflicts/Issues	Water and mud		
Picture of Conflicts/Issues			
Workers			
Supervisor	Theo		
Foreman	Justin		
Equip. Operator	Russ/james		
Pipe Fitter			
Surveyor			
Laborer			
Skilled			
Concrete			
Misc			
Equipment			
Backhoe			
Trackhoe	1		
Loader	1		

Dozer	1			
Sweeper	1			
Water Truck				
Grader				
Dump Truck				
Pump				
Well Points				
Pick Up Trucks				
Crew Truck	2			
Light Plant				
Misc				
Digital signature	**92424807a93850d5849d2bcb63b7bf91 /** Unknown user			
Closed out [X]	**Name**		**Signature**	

CAPPS LAND
FAMILY OF COMPANIES

Daily Log

Project/Division	22220 - Pope Place & Gold Meril	**Inspection #**	37430
Reference		**Date/Time created**	04/18/2023 13:19
Location		**Originator**	Unknown user
Person(s) receiving	Amanda Duncan		
Daily Log			
Date	04/18/2023		
Project #	Pope - 71977-22		
Work Performed Today	Took surface shots on section 7		
Problems/Delays	No		
Sub-Contractor Employee Count Onsite	Cdm		
Sub-Contractor Progress			
Special Assignments			
Extra Work (Include Authorized By and Cost)			
Equipment Rented Today (Include Rented From and Rate)			
Erosion Control Checked	Yes		
Weather	Sunny		
Temp AM & PM	50/72		
Rain Received Onsite	No		
Safety Meeting	Yes		
NEW Equipment and Hours (equipment without time logged against it)			
Material Purchased			
Known Conflicts/Issues	Mud and water		
Picture of Conflicts/Issues			
Workers			
Supervisor	Theo		
Foreman	Justin		
Equip. Operator	Russ james		
Pipe Fitter			
Surveyor			
Laborer	Labor		
Skilled			
Concrete			
Misc			
Equipment			
Backhoe			
Trackhoe	1		
Loader	1		

Dozer	1			
Sweeper	1			
Water Truck				
Grader				
Dump Truck				
Pump				
Well Points				
Pick Up Trucks				
Crew Truck	2			
Light Plant				
Misc				
Digital signature	92424807a93850d5849d2bcb63b7bf91 / Unknown user			
Closed out [X]	**Name**		**Signature**	

CAPPS LAND FAMILY OF COMPANIES

Daily Log

Project/Division	22220 - Pope Place & Gold Merit	**Inspection #**	37459
Reference		**Date/Time created**	04/19/2023 14:24
Location		**Originator**	Unknown user
Person(s) receiving	Amanda Duncan		
Daily Log			
Date	04/19/2023		
Project #	Pope - 71977-22		
Work Performed Today	Hand dug on the south side of house Section 9. Backfill also . Hand tamp every foot lifts.		
Problems/Delays	No		
Sub-Contractor Employee Count Onsite	Ndn. Liberty . Cdm		
Sub-Contractor Progress	Ndn going test. Cdm looking around. Liberty plant trees on wet land section 4		
Special Assignments			
Extra Work (Include Authorized By and Cost)			
Equipment Rented Today (Include Rented From and Rate)			
Erosion Control Checked	Yes		
Weather	Sunny		
Temp AM & PM	47/81		
Rain Received Onsite	No		
Safety Meeting	Yes		
NEW Equipment and Hours (equipment without time logged against it)			
Material Purchased			
Known Conflicts/Issues	Rock and debris		
Picture of Conflicts/Issues			
Workers			
Supervisor	Theo		
Foreman	Justin		
Equip. Operator	Russ james		
Pipe Fitter			
Surveyor			
Laborer	Tywann Clint jullian skyler Miguel		
Skilled			
Concrete			
Misc			
Equipment			
Backhoe			
Trackhoe	1		
Loader	1		

Dozer	1			
Sweeper	1			
Water Truck				
Grader				
Dump Truck				
Pump				
Well Points				
Pick Up Trucks				
Crew Truck	2			
Light Plant				
Misc				
Digital signature	**92424807a93850d5849d2bcb63b7bf91** / Unknown user			
Closed out [X]	**Name**		**Signature**	

CAPPS LAND
FAMILY OF COMPANIES

Daily Log

Project/Division	22220 - Pope Place & Gold Merit	**Inspection #**	37486
Reference		**Date/Time created**	04/20/2023 14:07
Location		**Originator**	Unknown user
Person(s) receiving	Amanda Duncan		
Daily Log			
Date	04/20/2023		
Project #	Pope - 71977-22		
Work Performed Today	Hand dug around the house on section 9 on the west side . Backfill and tamp also. Retook shots on section 7.		
Problems/Delays	No		
Sub-Contractor Employee Count Onsite	Ndn cdm		
Sub-Contractor Progress	Ndn took samples on section 8 . Cdm looked around		
Special Assignments			
Extra Work (include Authorized By and Cost)			
Equipment Rented Today (include Rented From and Rate)			
Erosion Control Checked	Yes		
Weather	Sunny		
Temp AM & PM	53/78		
Rain Received Onsite	No		
Safety Meeting	Yes		
NEW Equipment and Hours (equipment without time logged against it)			
Material Purchased			
Known Conflicts/Issues	Rock ,house.debns		
Picture of Conflicts/Issues			
Workers			
Supervisor	Theo		
Foreman	Justin		
Equip. Operator	Russ james julian		
Pipe Fitter			
Surveyor			
Laborer	Tywann Clint skyler Miguel		
Skilled			
Concrete			
Misc			
Equipment			
Backhoe			
Trackhoe	1		
Loader	1		

Dozer	1			
Sweeper	1			
Water Truck				
Grader				
Dump Truck				
Pump				
Well Points				
Pick Up Trucks				
Crew Truck	1			
Light Plant				
Misc				
Digital signature	92424807a93850d5849d2bcb63b7bf91 / Unknown user			
Closed out [X]	**Name**		**Signature**	

CAPPS LAND
FAMILY OF COMPANIES

Daily Log

Project/Division	22220 - Pope Place & Gold Merit	**Inspection #**	37518
Reference		**Date/Time created**	04/21/2023 13.18
Location		**Originator**	Unknown user
Person(s) receiving	Amanda Duncan		
Daily Log			
Date	04/21/2023		
Project #	Pope - 71977-22		
Work Performed Today	Dug out of section 9 on the west side of the house. Backfill also		
Problems/Delays	No		
Sub-Contractor Employee Count Onsite	Cdm look at job. Universal came out and did Density on south side and west side of house		
Sub-Contractor Progress			
Special Assignments			
Extra Work (Include Authorized By and Cost)			
Equipment Rented Today (Include Rented From and Rate)			
Erosion Control Checked	Yes		
Weather	Sunny		
Temp AM & PM	69/82		
Rain Received Onsite	No		
Safety Meeting	Yes		
NEW Equipment and Hours (equipment without time logged against it)			
Material Purchased			
Known Conflicts/Issues	Rock ,house , debris		
Picture of Conflicts/Issues			
Workers			
Supervisor	Theo		
Foreman	Justin		
Equip. Operator	James russ delson russ		
Pipe Fitter			
Surveyor			
Laborer	Tywann Clint skyler Miguel		
Skilled			
Concrete			
Misc			
Equipment			
Backhoe			
Trackhoe	1		
Loader	1		

Dozer	1			
Sweeper				
Water Truck				
Grader				
Dump Truck				
Pump				
Well Points				
Pick Up Trucks				
Crew Truck	2			
Light Plant				
Misc				
Digital signature	92424807a93850d5849d2bcb63b7bf91 / Unknown user			
Closed out [X]	**Name**		**Signature**	

DEPARTMENT OF PUBLIC WORKS
Solid Waste Division
Consolidated City of Jacksonville
1031 Superior Street
Jacksonville, FL 32254-2042
Phone (904) 255-7500

NOT AN INVOICE

Ticket: 1680731

Site: TR
Lane:
Date: 01/25/23
Time In: 12:23
Time Out: 12:57
Manifest: 140619

Account: 017943
ASH REMEDIATION DGSB
Truck: 17943L19
Commodity Type: 196 - CityCity Ash Clean Up
Rate: 15.32 $ 50.00/TN
Route: DUVAL

1 - Charge
Weight Total: $ 0.00
Flat Fee Total: $ 0.00
Total Owed: 0
Amount Tendered: $ 0.00
Change: 0.00

Gross Weight: 66420 Lbs 1
Tare Weight: 35780 Lbs 1
Net Weight: 30640 Lbs

TRUCKER: [signature]

CASHIER: [illegible]

THE CITY ASSUMES NO LIABILITY TO VEHICLES OPERATING AT THIS FACILITY

714551

By signing the above, the hauler attests the information provided regarding the waste type and the origin (City, County) is accurate and truthful. False or misrepresented information is punishable as a Class D penalty in accordance with Ordinance Code 308.405(h).

DEPARTMENT OF PUBLIC WORKS
Solid Waste Division
Consolidated City of Jacksonville
1031 Superior Street
Jacksonville, FL 32254-2042
Phone (904) 255-7500

NOT AN INVOICE

Ticket: 1680566

Site: TR
Lane:
Date: 01/25/23
Time In: 09:08
Time Out: 10:13
Manifest: 12301

Account: 017943
ASH REMEDIATION, DESB
Truck: 17943619
Commodity Type: 196 - CityCity Ash Clean Up
Rate: 16.37 @ 60.00/TN
Route: DUVAL

1 - Charge
Weight Total: $ 0.00
Flat Fee Total: $ 0.00
Total Owed: 0
Amount Tendered: $ 0.00
Change: $ 0.00

Gross Weight: 68580 Lbs 1
Tare Weight: 35840 Lbs 1
Net Weight: 32740 Lbs

TRUCKER: _____ CASHIER: TP

THE CITY ASSUMES NO LIABILITY TO VEHICLES OPERATING AT THIS FACILITY

414581

By signing the above, the hauler attests the information provided regarding the waste type and the origin (City, County) is accurate and truthful. False or misrepresented information is punishable as a Class D penalty in accordance with Ordinance Code 308.405(h).

DEPARTMENT OF PUBLIC WORKS
Solid Waste Division
Consolidated City of Jacksonville
1031 Superior Street
Jacksonville, FL 32254-2042
Phone (904) 255-7500

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DEPARTMENT OF PUBLIC WORKS
Solid Waste Division
Consolidated City of Jacksonville
1031 Superior Street
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Phone (904) 255-7500

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DEPARTMENT OF PUBLIC WORKS
Solid Waste Division
Consolidated City of Jacksonville
1031 Superior Street
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DEPARTMENT OF PUBLIC WORKS
Solid Waste Division
Consolidated City of Jacksonville
1031 Superior Street
Jacksonville, FL 32254-2042
Phone (904) 255-7500

NOT AN INVOICE

Ticket: 1682520

Site: TR
Lane:
Date: 01/30/23
Time In: 14:15
Time Out: 14:15
Manifest: 128623

Account: 017943
OSI REMEDIATION, INC.
Truck:
Commodity Type: 196 - Debris/City Hsh Clean Up
Rate: 40.00/TR
Route:

Charge
Weight Total: $ 0.00
Flat Fee Total: $ 0.00
Total Due: 0
Amount Tendered: $ 0.00
Change: $ 0.00

Gross Weight: 39360 Lbs
Tare Weight: 25740 Lbs
Net Weight: 13620 Lbs

Cindy Hoyt

TRUCKER

CHECK: NO

THE CITY ASSUMES NO LIABILITY TO VEHICLES OPERATING AT THIS FACILITY

By signing the above, the hauler attests the information provided regarding the waste type and the origin (City, County) is accurate and truthful. False or misrepresented information is punishable as a Class D penalty in accordance with Ordinance Code 308.405(h).

DEPARTMENT OF PUBLIC WORKS
Solid Waste Division
Consolidated City of Jacksonville
1031 Superior Street
Jacksonville, FL 32254-2042
Phone (904) 255-7500

NOT AN INVOICE

Account: 617943
ASH REMEDIATION, DCSB
Truck: 27A32115
Commodity Type: 190 - CityCity Ash Clean Up
Rate: 8.01 @ 10.00/TN
Route: DEVOL

Site: 1K
Lane:
Date: [illegible]
Time In: [illegible]
Time Out: [illegible]
Manifest: [illegible]

Gross Weight: 51760 Lbs
Tare Weight: 35740 Lbs
Net Weight: 16020 Lbs

Weight Total: $ 0.00
Flat Fee Total: $ 0.00
Total Dwelle: 0
Amount Tendered: $ 0.00
Change: $ 0.00

TRUCKER

CASHIER

By signing the above, the hauler attests the information provided regarding the waste type and the origin (City, County) is accurate and truthful. False or misrepresented information is punishable as a Class D penalty in accordance with Ordinance Code 308.405(h).

DEPARTMENT OF PUBLIC WORKS
Solid Waste Division
Consolidated City of Jacksonville
1031 Superior Street
Jacksonville, FL 32254-2042
Phone (904) 255-7500

NON-AN INVOICE

Customer: 017943
ASH REMEDIATION, DUSE
Truck: 1234321L19
Commodity Type: 99 - Miscellaneous Covers
Rate: 8.00 @ 50.00/TN
Route: LUVAL

Ticket: 1082314

Gross Tk
Tare:
Date: 01/30/24
Time In: 11:14
Time Out: 11:55
Manifest: 124629

1 Charge
Weight Total: $ 0.00
Flat Fee Total: $ 0.00
Total Owed: 0
Amount Tendered: $ 0.00
Change: $ 0.00

Gross Weight: 57200 Lbs I
Tare Weight: 45740 Lbs O
Net Weight: 11460 Lbs

TRUCKER

CASHIER: RW

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DEPARTMENT OF PUBLIC WORKS
Solid Waste Division
Consolidated City of Jacksonville
1031 Superior Street
Jacksonville, FL 32254-2042
Phone (904) 255-7500

NOT AN INVOICE

Ticket: 168309

Site: TR
Lane:
Date: 01/31/23
Time In: 14:[illegible]
Time Out: 14:[illegible]
Manifest: 108630

Account: 317945
ASH REMEDIATION, DCSE
Truck: 1784321.19
Commodity Type: 196 - Crisylisty Ash Clean Up
Rate: 10.3[illegible] @ 50.00/TN
Route: DUVAL

1 - Charge
Weight Total: $ 0.00
Flat Fee Total: $ 0.00
Total Owed: 0
Amount Tendered: $ 0.00
Change: $ 0.00

Gross Weight: 56360 Lbs
Tare Weight: 35740 Lbs (R)
Net Weight: 20620 Lbs

TRUCKER

CASHIER: NM

THE CITY ASSUMES NO LIABILITY TO VEHICLES OPERATING AT THIS FACILITY

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DEPARTMENT OF PUBLIC WORKS
Solid Waste Division
Consolidated City of Jacksonville
1031 Superior Street
Jacksonville, FL 32254-2042
Phone (904) 255-7500

NOT AN INVOICE

Site: TR
Lane:
Date: 02/01/20
Time In: 08:
Time Out: 08:
Manifest: 1240

Account: 01 9
ASH REMEDIATION, DCSB
Truck: 1/2437213
Commodity Type: 190 - Cityw.t. Ash Clean Up
Rate: 9.54 $ 50.00/TN
Route: 0000

1 Charge
Weight Total: 0.00
First Fee Total: $ 0.00
Total Due: 0
Amount Tendered: $ 0.00
Change: 0.00

Gross Weight: 5[illegible] lbs
Tare Weight: 3[illegible] lbs (T)
Net Weight: 1[illegible] lbs

TRUCKER:
CASHIER: GCH
THE CITY ASSUMES NO LIABILITY TO VEHICLES OPERATING AT THIS FACILITY

By signing the above, the hauler attests the information provided regarding the waste type and the origin (City, County) is accurate and truthful. False or misrepresented information is punishable as a Class D penalty in accordance with Ordinance Code 308.405(h).

DEPARTMENT OF PUBLIC WORKS
Solid Waste Division
Consolidated City of Jacksonville
1031 Superior Street
Jacksonville, FL 32254-2042
Phone (904) 255-7500

NOT AN INVOICE

Account: 017343
ASH REMEDIATION: DESO
Truck: 173434 L2
Commodity Type: 140 - Clinics, Non Biomedic
Rate: 10.32 @ $0.60/LN
Route: DUVAL

Site: TR
Age:
Date: 0/00/00
Time In: 11:00
Time Out: 11:07
Manifest: 120632

1 - Service
Month Total: $ 0.00
Flat Fee Total: $ 0.00
Total Owed: 0
Amount Tendered: $ 0.00
Change: $ 0.00

Gross Weight: 56440 Lbs
Tare Weight: 35740 Lbs
Net Weight: 20700 Lbs

TRUCKER:
THE CITY ASSUMES NO LIABILITY TO VEHICLES OPERATING AT THIS FACILITY

CARRIER: CW

By signing the above, the hauler attests the information provided regarding the waste type and the origin (City, County) is accurate and truthful. False or misrepresented information is punishable as a Class D penalty in accordance with Ordinance Code 308.405(h).

DEPARTMENT OF PUBLIC WORKS
Solid Waste Division
Consolidated City of Jacksonville
1031 Superior Street
Jacksonville, FL 32254-2042
Phone (904) 255-7500

NOT AN INVOICE

Ticket: 1683514

Gross Weight: 54640 Lbs
Tare Weight: 35340 Lbs
Net Weight: 19300 Lbs

TRUCKER

CASHIER: MD

THE CITY ASSUMES NO LIABILITY TO VEHICLES OPERATING AT THIS FACILITY

By signing the above, the hauler attests the information provided regarding the waste type and the origin (City, County) is accurate and truthful. False or misrepresented information is punishable as a Class D penalty in accordance with Ordinance Code 308.405(h).

DEPARTMENT OF PUBLIC WORKS
Solid Waste Division
Consolidated City of Jacksonville
1031 Superior Street
Jacksonville, FL 32254-2042
Phone (904) 255-7500

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DEPARTMENT OF PUBLIC WORKS
Solid Waste Division
Consolidated City of Jacksonville
1031 Superior Street
Jacksonville, FL 32254-2042
Phone (904) 255-7500

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DEPARTMENT OF PUBLIC WORKS
Solid Waste Division
Consolidated City of Jacksonville
1031 Superior Street
Jacksonville, FL 32254-2042
Phone (904) 255-7500

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DEPARTMENT OF PUBLIC WORKS
Solid Waste Division
Consolidated City of Jacksonville
1031 Superior Street
Jacksonville, FL 32254-2042
Phone (904) 255-7500

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and truthful. False or misrepresented information is punishable as a Class D penalty in accordance with Ordinance Code 308.4

CHANGE ORDER #2

CAPPS LAND MANAGEMENT & MATERIALS, LLC
PRICING WORKSHEET

COJ CONTRACT NO: 71977-22
COJ PO: 643033-22
PROJECT: Pope Place and Gold Mart Ash Disposal Sites
CAPPS JOB #: 22220

DATE: 04/21/23

DESCRIPTION OF ADDITIONAL WORK OR CHANGED LOCATION: CR #2 ASBESTOS TILES IN PARCEL 8

Additional work related to unforeseen buried debris encountered on-site / Asbestos Tiles. This work included treatment and removal of the asbestos tiles as requested by COJ on 2/17/2023.

LABOR

NAME / CLASS	REGULAR RATE	REGULAR HRS	PREMIUM RATE	PREMIUM HRS	TOTAL
SUPERVISOR	$49.00	4			$196.00
FOREMAN	$40.00	5			$200.00
OPERATOR, EXCAVATOR	$24.00	5			$120.00
LABORER, SKILLED	$22.00	5			$110.00
LABORER, SKILLED	$18.00	5			$90.00
SURVEY	$45.00	1			$45.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
SUBTOTAL LABOR					$761.00
LABOR BURDEN				50.00%	$380.50
LABOR MARK-UP				25.0%	$285.38
TOTAL LABOR					$1,426.88

EQUIPMENT

DESCRIPTION	ACTIVE RATE	ACTIVE HRS	IDLE RATE	IDLE HRS	TOTAL
SUPERVISOR TRUCK	$27.37	4			$109.48
FOREMAN TRUCK	$27.37	5			$136.85
EXCAVATOR, JD350	$185.00	5			$925.00
SWEEPER	$65.00	5			$325.00
WATER TRUCK	$135.34	5			$676.70
SURVEY TRUCK	$27.37	1			$27.37
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
SUBTOTAL EQUIPMENT					$2,200.40
EQUIPMENT MARK-UP				15.0%	$330.06
TOTAL EQUIPMENT					$2,530.46

SUBCONTRACTOR

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
SUBTOTAL SUBCONTRACTOR				$0.00
MARK-UP			10.0%	$0.00
TOTAL SUBCONTRACT				$0.00

MATERIAL/OTHER

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
TRAILRIDGE FEE	51.87	TN	41.83	$2,169.72
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
SUBTOTAL MATERIAL				$2,169.72
SALES TAX			7.5%	
MARK-UP			10.0%	$216.97
TOTAL EQUIPMENT				$2,386.69

CONTRACTORS REP [signature] 4/26/23 DATE

SUBCONTRACTORS REP DATE

OWNERS REP DATE

LABOR		$1,426.88
EQUIPMENT		$2,530.46
SUBCONTRACT		$0.00
MATERIAL		$2,386.69
SURVEY/ASBUILT		0
BOND	1.50%	$95.16
TOTAL		$8,439.19

From: April Capps
Sent: Thursday, March 2, 2023 9:44 AM
To: Amanda Duncan
Subject: Fwd: Asbestos Wet Removal
Attachments: image001.jpg; NDN Asbestos Report _ Extracted from Report 2 _2023.02.15.pdf; Waste Profiles and TRL Instructions GMPP.pdf

April Capps
CLM&M

Begin forwarded message:
From: "Noble, Clint C." <noblecc@cdmsmith.com>
Date: February 17, 2023 at 2:29:08 PM EST
To: Jason Freeman <jasonf@cappsland.net>
Cc: April Capps <april@cappsland.net>, "Olmsted, Jenny L." <olmstedjl@cdmsmith.com>, "Cobert, Steven C." <cobertsc@cdmsmith.com>, "Foster, Jeffrey" <JSFoster@coj.net>, Joe Kinard <jkinard@thendncompanies.com>, "Leggoe, Kathy R." <leggoekr@cdmsmith.com>, "Kuhn, Cletus" <KCletus@coj.net>, "Quaintance, Crystal J." <quaintancecj@cdmsmith.com>, "Mueller, Logan J." <muellerlj@cdmsmith.com>, "Fuller, Eric" <EFuller@coj.net>
Subject: RE: Asbestos Wet Removal

Jason,

I have discussed this with COJ.

Wet removal of this material is question will not be objected given the following conditions below and attached:

1. NDN reports that the asbestos is non-friable (see attached report).
2. The waste needs to be manifested as Ash-Impacted Debris (mixed debris/C+DD) under profile 414552FL (see attached protocol) at $41.43 per ton. It should be hand written on the manifest that it contains a portion of non-friable ACM.
3. COJ has not printed and signed any of these manifests yet under this profile.

They will need to be obtained in advance under your account. It does not appear that Capps has set up an account to incur and pay these fees.

This brings up the subject of the change order regarding unforeseen, buried conditions,
and in part, where tipping fees are incurred. If you believe the removal of this ACM falls
into the description below, it can be included in your change order request.

Below is the COJ's statement on the interpretation of waste issues / cost accounting for
your Contract # 71977-22:

After review of the RAP and the RFP, here is the Solid Waste Division's interpretation of the materials encountered at the Gold Merit Pope Place remedial action project:

Buried debris such as concrete with or without re-bar, bricks, asphalt shingles, wood, glass, metal, plastics, etc. greater than 2-inches in diameter shall be considered as unforeseen conditions and subject to a change order only for the amount of any additional processing effort required to get the materials into suitable transport trucks and for the tipping fees associated with these materials. Transport would not be considered for a change order since any buried material volume within the area(s) to be excavated where the buried debris is located would be required to be transport to TRLF regardless of what type of material it was/is (either ash, ash materials, ash soils or buried debris, etc).

Surface debris handling, loading, transport and disposal shall be the responsibility of the vendor since the site was available for inspection and the surface debris was known to be present during the bidding process and was the responsibility of the vendor to be included in their bid price.

Tree root mats and root balls shall either be ground up on-site and mixed with ash, ash soils or ash materials or whole root balls less than 10-feet in diameter and transported to TRLF for disposal for no tipping fees. Transport shall not be considered suitable for a change order since they would be required to be hauled off site anyway regardless of whether they are ground or whole.

Concrete with no rebar from 2.0-inches to 6-inches in diameter can be hauled to TRLF for no tipping fee.

The following waste profiles shall be utilized at the site for manifesting the waste:

409433FL - Impacted Soil, municipal incinerator ash (for daily cover, no charge)
414550FL - Ash impacted Concrete Debris (concrete 6" or less & no rebar, for landfill use, no charge)
414551FL - Ash impacted Yard Trash (processed/able to be processed yard trash 2" or

less suitable for use as daily cover, no charge)
414552FL – Ash impacted Debris (mixed debris (yard trash and/or C&DD w/ash, etc.) for
disposal, $41.43/ton)

Jeff Foster
PWSW

Clint Noble, P.G., PMP
Senior Project Manager
CDM Smith
4651 Salisbury Road, Suite 420
Jacksonville, FL 32256
O: 904.527.6715
M: 904-625-2125
noblecc@cdmsmith.com
Connect with me on LinkedIn
cdmsmith.com

From: Jason Freeman <jasonf@cappsland.net>
Sent: Friday, February 17, 2023 1:16 PM
To: Noble, Clint C. <noblecc@cdmsmith.com>
Cc: April Capps <april@cappsland.net>
Subject: Asbestos Wet Removal

Clint, good afternoon. Next Wednesday Capps will be removing the asbestos tiles that

were found in Parcel 8. In our meeting Tuesday we discussed a wet removal and using manifest already provided. Jeff mentioned we needed to let them know what day. I just
wanted to follow up and make sure we didn't miss any documentation on our end or special instructions before we send it Wednesday.

Jason Freeman
Operations Manager
Capps Land Management & Material, LLC
114 Halsema Rd South
Jacksonville, Florida 32220
C: 904-412-1878/O: 904-693-8644
jasonf@cappsland.net

February 10, 2023

Mr. Jason Freeman
Capps Land Management
114 Halsema Rd South
Jacksonville, FL 32220

RE: Letter Report for Limited Asbestos Bulk Sampling
Gold Merritt Pope Place Ash Remediation
Jacksonville, Duval County, Florida

Dear Mr. Freeman:

The NDN Companies (NDN) is pleased to present this letter report summarizing the results of the limited asbestos bulk sample that were performed on materials collected from unearthed suspect material. According to Capps Land Management (client), the suspect material was discovered during excavation activities.

SCOPE OF WORK

Asbestos Bulk Sampling

On February 6, 2023, NDN's Asbestos Hazard Emergency Response Act (AHERA)-certified asbestos inspector collected bulk samples of non-friable gray transite tiles with associated black mastic and roof paper. NDN collected a total of two samples containing three homogeneous areas (HA) of suspect asbestos-containing materials for laboratory analysis in accordance with Environmental Protection Agency's (EPA) 40 Code of Federal Regulations (CFR) 61 Subpart M National *Emission Standards for Hazardous Air Pollutants (NESHAP)*. Site photographs are included in Appendix A.

Bulk asbestos samples were collected and placed in a uniquely labeled container and sent to EMSL Analytical, Incorporated (EMSL), who maintains accreditation by the National Institute of Science and Technology (NIST) through the National Voluntary Laboratory Accreditation Program (NVLAP). The samples were analyzed by Polarized Light Microscopy (PLM) with dispersion staining according to EPA Method 600/R-93/116 with a positive stop.

Results

The EPA defines an ACM as a material containing asbestos fibers with a concentration greater than 1%. PLM analytical results for sample number GMPP1-A indicated that asbestos fibers were detected in the samples. Sample number GMPP1-B was not analyzed due to positive stop. Laboratory analysis reports and chain-of-custody (COC) documents are included in Appendix B.

Regulatory Review

Due to the presence of asbestos please follow federal, state, and local regulations including but not limited to the following:

- The EPA's Asbestos NESHAP (40 CRF 61 Subpart M)
- Occupational Safety and Health Administration's (OSHA) Asbestos Standard for the Construction Industry (29 CFR 1926.1101)
- Florida Administration Code and Florida Administrative Register Rule Chapter 62-257 Asbestos Program

3740 St Johns Bluff Road South, Suite 10, Jacksonville, FL 32224 • 904-800 2671 • TheNDNCompanies.com

Conclusion

On February 6,2023, NDN conducted limited asbestos bulk sampling at the site. Two samples were collected and submitted to EMSL for PLM analysis. Based on PLM analytical results, asbestos fibers were detected. Professional Certifications are included in Appendix C.

NDN appreciates the opportunity to provide our asbestos services for this project. If you have any questions or need additional information, please contact us at (904) 800-2671.

Sincerely,

Emily Kuda, ASP
Project Manager
AHERA Asbestos Inspector Certification #9Y4EJKWHOC0
The NDN Companies
ekuda@thendncompanies.com
(904) 800-2671

Edward A. Nunez, CIH
Florida Licensed Asbestos Consultant, AX48

View of the unearthed gray transite tiles

View of the gray transite tiles

CAPPS LAND FAMILY OF COMPANIES

Remediation Progress Report #2
XRF Sample Location Plan
Pope Place & Gold Merit Ash Sites
Jacksonville, Duval County, FL
01/25/23 to 02/10/23

the NDN COMPANIES

State of Florida, Maxar, Microsoft

EMSL Analytical, Inc.
3303 PARKWAY CENTER COURT Orlando, FL 32808
Tel/Fax (407) 599-5887 / (407) 599-9063
http://www.EMSL.com / orlandolab@emsl.com

EMSL Order:	342303293
Customer ID:	TNDJ42
Customer PO:	
Project ID:	

Attention:	Emily Kuda	Phone:	(904) 800-2671
	The NDN Companies	Fax:	
	3740 St. Johns Bluff Road S	Received Date:	02/07/2023 9:49 AM
	Suite 10	Analysis Date:	02/08/2023
	Jacksonville, FL 32224	Collected Date:	02/06/2023
Project:	Gold Merrit Pope Place		

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	Description	Appearance	% Fibrous	% Non-Fibrous	% Type
GMPP1-A-Transite 342303293-0001	GMPP - Gray Transite with Mastic and Paper	Gray Fibrous Homogeneous		85% Non-fibrous (Other)	15% Chrysotile
GMPP1-A-Mastic 342303293-0001A	GMPP - Gray Transite with Mastic and Paper	Black Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
GMPP1-A-Paper 342303293-0001B	GMPP - Gray Transite with Mastic and Paper	Black Fibrous Homogeneous		90% Non-fibrous (Other)	10% Chrysotile
GMPP1-B-Transite 342303293-0002	GMPP - Gray Transite with Mastic and Paper				Positive Stop (Not Analyzed)
GMPP1-B-Mastic 342303293-0002A	GMPP - Gray Transite with Mastic and Paper				Positive Stop (Not Analyzed)
GMPP1-B-Paper 342303293-0002B	GMPP - Gray Transite with Mastic and Paper				Positive Stop (Not Analyzed)

Analyst(s)
Jason Stuhr (3)

Jessicka Lopez, Asbestos Lab Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Orlando, FL NVLAP Lab Code 101151-0

Initial report from: 02/08/2023 09:18:28

OrderID: 342303293

EMSL ANALYTICAL, INC.

Asbestos Bulk Building Materials - Chain of Custody

EMSL Order Number / Lab Use Only

342303293

EMSL Analytical, Inc.
3303 Parkway Center Court
Orlando, FL 32808
PHONE: (407) 599-5887
EMAIL: orlandolab@emsl.com

Customer Information		Billing Information	
Customer ID:		Billing ID:	
Company Name:	The NDN Companies	Company Name	The NDN Companies
Contact Name:	Emily Kuda	Billing Contact:	Brooke Chandler
Street Address:	3740 St. Johns Bluff Road S Suite 10	Street Address:	3740 St. Johns Bluff Road S, Suite 10
City, State, Zip:	Jacksonville FL 32224 Country: US	City, State, Zip:	Jacksonville FL Country: US
Phone:	904-800-2671	Phone	904-800-2671
Email(s) for Report:	ekuda@thendncompanies.com	Email(s) for Invoice:	

Project Information

Project Name/No:	Gold Merrit Pope Place	Purchase Order:	
EMSL LIMS Project ID. (if applicable, EMSL will provide)		US State where samples collected: FL	State of Connecticut (CT) must select project location: ☐ Commercial (Taxable) ☐ Residential (Non-Taxable)
Sampled By Name:	Emily Kuda	Sampled By Signature:	Date Sampled: 2/6/23 No. of Samples in Shipment: 2

Turn-Around-Time (TAT)

☐ 3 Hour ☐ 6 Hour ☑ 24 Hour ☐ 32 Hour ☐ 48 Hour ☐ 72 Hour ☐ 96 Hour ☐ 1 Week ☐ 2 Week

Please call ahead for large projects and/or turnaround times 6 Hours or Less. *32 Hour TAT available for select tests only; samples must be submitted by 11:30am.

Test Selection

PLM - Bulk (reporting limit)

- ☑ PLM EPA 600/R-93/116 (<1%)
- ☐ PLM EPA NOB (<1%)
- ☐ POINT COUNT
  - ☐ 400 (<0.25%) ☐ 1,000 (<0.1%)
- ☐ POINT COUNT w/ GRAVIMETRIC
  - ☐ 400 (<0.25%) ☐ 1,000 (<0.1%)
- ☐ NIOSH 9002 (<1%)
- ☐ NYS 198.1 (Friable - NY)
- ☐ NYS 198.6 NOB (Non-Friable - NY)
- ☐ NYS 198.8 (Vermiculite SM-V)

TEM - Bulk

- ☐ TEM EPA NOB
- ☐ NYS NOB 198.4 (Non-Friable - NY)
- ☐ TEM EPA 600/R-93/116 w Milling Prep (0.1%)

Other Tests (please specify)

☑ Positive Stop - Clearly Identified Homogeneous Areas (HA)

Sample Number	HA Number	Sample Location	Material Description
GMPP1-A	1	GMPP	Gray transite with mastic and paper
GMPP1-B	1	GMPP	Gray transite with mastic and paper

Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)

Please send copy of report to Joe Kinard at jkinard@thendncompanies.com

Method of Shipment:		Sample Condition Upon Receipt	
Relinquished by: Emily Kuda	Date/Time: 2/6/23 1700	Received by: CA 5:49	Date/Time: FEB 0 7 2023
Relinquished by:	Date/Time:	Received by:	Date/Time

Controlled Document - Asbestos Bulk R7 01/02/21

☑ AGREE TO ELECTRONIC SIGNATURE (By checking, I consent to signing this Chain of Custody document by electronic signature.)

EMSL Analytical, Inc.'s Laboratory Terms and Conditions are incorporated into this Chain of Custody by reference in their entirety. Submission of samples to EMSL Analytical, Inc. constitutes acceptance and acknowledgment of all terms and conditions by Customer.

Ron DeSantis, Governor

Julie I. Brown, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

THE ASBESTOS BUSINESS ORGANIZATION HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

THE NDN COMPANIES

EDWARD A NUNEZ SR
3740 ST JOHNS BLUFF ROAD S
SUITE 10
JACKSONVILLE FL 32224

LICENSE NUMBER: ZA515

EXPIRATION DATE: NOVEMBER 30, 2023

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

THE ASBESTOS CONSULTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

NUNEZ, EDWARD A SR

207 W. STATE ROAD 434
SUITE B
WINTER SPRINGS FL 32708

LICENSE NUMBER: AX0000048

EXPIRATION DATE: NOVEMBER 30, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

M·E·T·A

Mayhew Environmental Training Associates

INCORPORATED

Certificate # 9Y4EJKWHOC0

Emily Kuda

has on 7/22/2022, in Jacksonville, FL
completed the requirements for asbestos accreditation under Section 206 of TSCA Title II, 15 USC 2646

Asbestos Inspector Refresher

as approved by FL
and the US EPA under 40 CFR 763 (AHERA)
from 7/22/2022 to 7/22/2022 and passed the associated exam on 7/22/2022
with a score of at least 70%

KANSAS EST 1985 INC. 1987 MAYHEW ENVIRONMENTAL TRAINING ASSOCIATES SAFETY IN GOD ALONE

Training Provider #: FL49-0001221
Course #: 0004718
FL License #:
SSN: XXX-XX-7215
Expiration: 7/22/2023

Thomas Mayhew
Instructor

Thomas Mayhew
President

P.O. Box 786 - Lawrence, KS. 66044 - 800.444.6382
www.metaenvironmental.net

130994

Solid Waste Division
1031 Superior Street
Jacksonville, FL 32254-2042
Phone (904)255-7500

NOT AN INVOICE

Ticket: 1092890
Operator ID: GDG
Site: TR
Date 02/27/25
Time In. 11:47 AM
Time Out 11:47 AM
Manifest: 130994
Account: 626086
CAPPS LAND DEV MENT &
MATERIAL, LL
Truck: 17943574
Commodity Type Special Waste

19.35 Tn @341.43/TN
Route: DUVAL

Gross: 57120 lb 28.56 tn
Tare: 26420 lb 13.21 tn
Net. 30700 lb 15.35 tn

Weight Total.
$801.67
Flat Fee Total.
$0.00
Total Owed:
$801.67
Payment Method(s)
Charge
$801.67

Change
$0.00

TRUCKER

THE CITY ASSUMES NO LIABILITY TO
VEHICLES OPERATING
AT THIS FACILITY

By signing the above the hauler
attests the
information provided regarding the
waste type
and the origin (City County) is
accurate and
truthful. False or misrepresented
information
is punishable as a Class I penalty in
accordance
with Ordinance Code 408.40.(f)

130995

Solid Waste Division
1031 Superior Street
Jacksonville, FL 32254-2042
Phone (904)255-7500

NOT AN INVOICE

Ticket: 1692852
Operator ID: BBE
Site: TR
Date: 02/27/23
Time In: 11:12 AM
Time Out: 11:12 AM
Manifest: 130995
Account: 017943
ASH REMEDIATION,
DCSB/ACC
Truck: 179432578
Commodity Type: City Ash Clean Up

15.46 TN @ $0.00/TN
Route: DUVAL

Gross:	60280 lb	30.14 tn
Tare:	29353 lb	14.68 tn
Net:	30927 lb	15.46 tn

Weight Total:
$0.00
Flat Fee Total:
$0.00
Total Owed:
$0.00
Payment Method(s):
Charge
$0.00

Change:
$0.00

TRUCKER

THE CITY ASSUMES NO LIABILITY TO VEHICLES OPERATING AT THIS FACILITY

By signing the above, the hauler attests the information provided regarding the waste type and the origin (City, County) is accurate and truthful. False or misrepresented information is punishable as a Class D penalty in accordance with ordinance Code 308.405(h).

130996

Solid Waste Division
1031 Superior Street
Jacksonville, FL 32254-2042
Phone (904)255-7500

NOT AN INVOICE

Ticket: 1692981
Operator ID: GMB
Site: TR
Date: 02/27/23
Time In: 01:33 PM
Time Out: 01.33 PM
Manifest: 130996
Account: 626086
CAPPS LAND MANAGEMENT & MATERIAL, LL
Truck: 179432578
Commodity Type: Special Waste

17.06 TN @ $41.43/TN
Route: DUVAL

Gross:	63480 lb	31.74 tn
Tare:	29353 lb	14.68 tn
Net:	34127 lb	17.06 tn

Weight Total:
$706.94
Flat Fee Total:
$0.00
Total Owed:
$706.94
Payment Method(s):
Charge
$706.94

Change:
$0.00

TRUCKER

THE CITY ASSUMES NO LIABILITY TO VEHICLES OPERATING AT THIS FACILITY

By signing the above, the hauler attests the information provided regarding the waste type and the origin (City, County) is accurate and truthful. False or misrepresented information is punishable as a Class D penalty in accordance with ordinance Code 308.405(h).

CHANGE ORDER #3

CAPPS LAND MANAGEMENT & MATERIALS, LLC
PRICING WORKSHEET

COJ CONTRACT NO: 71977-22
COJ PO: 649933-22
PROJECT: Pope Place and Gold Mont Ash Disposal Sites
CAPPS JOB #: 22220

DATE 04/17/23

DESCRIPTION OF ADDITIONAL WORK OR CHANGED LOCATION: CR #3 PARCEL 7 ADDED REMEDIATION/PROTECTED AREA

Requested pricing for additional area to be remediated outside of original scope per the RAP and RFP. Additional work includes clearing, excavation and remediation of requested area on parcel 7

LABOR

NAME / CLASS	REGULAR RATE	REGULAR HRS	PREMIUM RATE	PREMIUM HRS	TOTAL
FOREMAN	$40.00	21			$820.00
OPERATOR, EXCAVATOR	$24.00	28			$672.00
OPERATOR, DOZER	$24.00	12			$288.00
LABORER, SKILLED	$18.00	21			$378.00
SURVEY	$45.00	10			$450.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
SUBTOTAL LABOR					$2,608.00
LABOR BURDEN				50.00%	$1,304.00
LABOR MARK-UP				25.0%	$978.00
TOTAL LABOR					$4,890.00

EQUIPMENT

DESCRIPTION	ACTIVE RATE	ACTIVE HRS	IDLE RATE	IDLE HRS	TOTAL
FOREMAN TRUCK	$ 27.37	20.5			$ 561.09
EXCAVATOR, JD350	$ 185.00	28			$ 5,180.00
D3 DOZER	$ 150.00	12			$ 1,800.00
SURVEY TRUCK	$ 27.37	10			$ 273.70
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
SUBTOTAL EQUIPMENT					$7,814.79
EQUIPMENT MARK-UP				15.0%	$1,172.22
TOTAL EQUIPMENT					$8,987.01

SUBCONTRACTOR

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
	0			$0.00
	0			$0.00
	0			$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
SUBTOTAL SUBCONTRACTOR				$0.00
MARK-UP			10.0%	$0.00
TOTAL SUBCONTRACT				$0.00

MATERIAL/OTHER

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
IMPORT FILL (MATERIAL)	300	TN	25.50	$7,650.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
SUBTOTAL MATERIAL				$7,650.00
SALES TAX			7.5%	$573.75
MARK-UP			10.0%	$822.38
TOTAL EQUIPMENT				$9,046.13

CONTRACTORS REP [signature] 4/26/23 DATE

SUBCONTRACTORS REP DATE

OWNERS REP DATE

LABOR		$4,890.00
EQUIPMENT		$8,987.01
SUBCONTRACT		$0.00
MATERIAL		$9,046.13
SURVEY/ASBUILT		0
BOND	1.50%	$343.85
TOTAL		$23,266.99

CAPPS LAND
FAMILY OF COMPANIES

EXCAVATION SIDEWALL XRF RESULTS
Pope Place & Gold Merit Ash Sites
Jacksonville, Duval County, FL
3/02/2023

the NDN COMPANIES

CHANGE ORDER #4

CAPPS LAND MANAGEMENT & MATERIALS, LLC
PRICING WORKSHEET

COJ CONTRACT NO 71977-22
COJ PO: 645933-22
PROJECT Pope Place and Gold Merit Ash Disposal Sites
CAPPS JOB #: 22220

DATE 04/21/23

DESCRIPTION OF ADDITIONAL WORK OR CHANGED LOCATION CR #4 ADDITIONAL TESTING
Testing requested to delineate hazardous concentrations of lead in cells WC-36 and WC-09, complete hazardous waste confirmation sampling at WC-36-4, and collect samples to prepare a report for the wetland area on Parcel 4 at the Pope Place and Gold Merit site.

LABOR

NAME / CLASS	REGULAR RATE	REGULAR HRS	PREMIUM RATE	PREMIUM HRS	TOTAL
FOREMAN	$40.00	24			$960.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
SUBTOTAL LABOR					$960.00
LABOR BURDEN				50.00%	$480.00
LABOR MARK-UP				25.0%	$360.00
TOTAL LABOR					$1,800.00

EQUIPMENT

DESCRIPTION	ACTIVE RATE	ACTIVE HRS	IDLE RATE	IDLE HRS	TOTAL
FOREMAN TRUCK	$27.37	24			$656.88
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
SUBTOTAL EQUIPMENT					$656.88
EQUIPMENT MARK-UP				15.0%	$98.53
TOTAL EQUIPMENT					$755.41

SUBCONTRACTOR

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
				$0.00
THE NDN COMPANIES	1.0	LS	$33,480.00	$33,480.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
SUBTOTAL SUBCONTRACTOR				$33,480.00
MARK-UP			10.0%	$3,348.00
TOTAL SUBCONTRACT				$36,828.00

MATERIAL/OTHER

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
SUBTOTAL MATERIAL				$0.00
SALES TAX			7.5%	$0.00
MARK-UP			10.0%	$0.00
TOTAL EQUIPMENT				$0.00

LABOR		$1,800.00
EQUIPMENT		$755.41
SUBCONTRACT		$36,828.00
MATERIAL		$0.00
SURVEY/ASBUILT		0
BOND	1.50%	$590.75
TOTAL		$39,974.16

CONTRACTORS REP [signature] 4/20/23 DATE
SUBCONTRACTORS REP DATE
OWNERS REP DATE

March 1, 2023

Mr. Jason Freeman
Capps Land Management
114 Halsema Rd South
Jacksonville, FL 32220

RE: Cost Proposal for Additional Sampling Parcel 4
Gold Merritt Pope Place Ash Remediation
Jacksonville, Duval County, Florida

Dear Mr. Freeman:

The NDN Companies (NDN) is pleased to submit this proposed cost estimate to provide the services necessary to delineate hazardous concentrations of lead in cells WC-36 and WC-09, complete hazardous waste confirmation sampling at WC-36-4, and collect samples and prepare a report for the wetland area on Parcel 4 at the Pope Place and Gold Merit site. These services are in addition to the scope of the executed agreement. The proposed scope of work and cost estimate for these services are detailed below:

SCOPE OF WORK

Hazardous Waste Delineation
NDN will collect a total of 20 soil samples in cells WC-36 and WC-09 to delineate the hazardous lead concentrations in each cell. The samples will be analyzed for total lead and lead with TCLP. NDN estimates the sampling to take 2 days with one Geologist and includes soil logging and preparation of maps to illustrate findings.

Hazardous Lead Delineation - **$8,480.50 total**

Hazardous Waste Excavation and Sampling
NDN will collect the samples necessary to confirm the extent of the hazardous lead concentrations at the WC-36 location. This will include at least 4 sidewall samples and one stockpile sample for TCLP Lead. The stockpile sample will be collected after the amendment is added to confirm classification as non-hazardous. The base of the excavation will be scanned with the XRF analyzer for confirmation. NDN will provide the personnel and documentation to support the excavation that was not included in the original agreement.

Additional Confirmation Sampling for Hazardous Waste Excavation - **$4,449.32 total**

Wetland Samples Parcel 4
NDN will collect 40 samples from cells 1,2, 4 and 5 in the wetland portion of Parcel 4. The samples will be collected from 5 locations at 0-1 ft and 1-2 ft depth intervals in each cell. Each sample will be analyzed for RCRA 8 Metals with TCLP. An addendum to the Waste Characterization Plan will

be prepared documenting the laboratory results, methodology, and soil lithology. The report will include the generation of maps and tables to illustrate the results of the investigation.

Parcel 4 Wetland Samples/Report - **$13,650.50**

The above proposed costs will be billed as unit price based on completion. If this cost estimate, which incorporates the attached General Terms and Conditions by reference, meets with your approval, please sign, and return the enclosed agreement or issue your purchase order accepting this proposal as your authorization to proceed. If you have any questions, please feel free to contact me at (904) 662-1050.

Sincerely,

The NDN Companies

Geoff Reichold, P.G. Principal

the NDN COMPANIES

AGREEMENT AND AUTHORIZATION TO PROCEED

Cost Proposal for Additional Deliverables Gold
Merritt Pope Place Ash Remediation
Jacksonville, Duval County, Florida

Reporting, Invoicing, and Payment Schedule

The NDN Companies, (hereinafter referred to as NDN), will invoice for work completed as a lump sum. NDN reserves the right to charge late invoices at a rate of 1-1/2% per month beyond 30 days. This cost estimate and pricing will be valid for 90 days from today.

Authorization to Proceed

If you are in agreement with the proposed scope of work, payment schedule, and incorporated General Terms and Conditions, please sign below indicating your acceptance and return a signed copy of this Agreement to our office. Upon receipt of authorization to proceed, NDN will begin work.

This document constitutes a legal contract under the laws of the State of Florida. The undersigned parties have reviewed this document and agree to the scope of work to be provided and the terms of the contract.

DATE: March 1, 2023

The NDN Companies

Geoff Reichold, P.G.
Principal

DATE:

Capps Land Management

Mr. Jason Freeman, or
Authorized Representative

GENERAL TERMS AND CONDITIONS

SECTION 1: RESPONSIBILITIES

1.1 The NDN Companies, hereafter referred to as the "Consultant", has the responsibility for providing the services described under the "Scope of Work" section of the proposal, hereafter referred to as "Agreement", to that entity authorizing the Consultant to perform such work, heretofore referred to as the "Client". The work is to be performed according to accepted industry standards of care and is to be completed in a timely manner.

1.2 The Client or a duly authorized representative is responsible for providing the Consultant with a clear understanding of the project nature and scope. The Client shall supply the Consultant with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow the consultant to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

SECTION 2: STANDARD OF CARE

2.1 Services performed by the Consultant under this Agreement are expected by the Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the Consultant's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.

2.2 The Client recognizes that site conditions may change from those observed at the site at the time work is performed. Data, interpretations, and recommendations by the Consultant will be based solely on information available to the Consultant at the time of service. The Consultant is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information provided.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

3.1 The Client will grant or obtain free access to the site for all equipment and personnel necessary for the Consultant to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted Consultant free access to the site. The Consultant will take reasonable precautions to minimize damage to the site, but it understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.

3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. The Consultant will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against Consultant, and agrees to defend, indemnify, and hold Consultant harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim with compensation to be based upon Consultant's prevailing fee structure and expense reimbursement policy.

SECTION 4: BILLING AND PAYMENT

4.1 Consultant will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications or will indicate a lump sum charge for services rendered.

4.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past due accounts.

4.3 If the Consultant incurs any expenses to collect overdue billings on invoices, the sums paid by the Consultant for reasonable attorney's fees, court costs, Consultant's time, Consultant's expenses, and interest will be due and owing by the Client.

SECTION 5: OWNERSHIP OF DOCUMENTS

5.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Consultant, as instruments of service, shall remain the property of the Consultant.

5.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.

5.3 The Consultant will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

6.1 Client warrants that a reasonable effort has been made to inform Consultant of known or suspected hazardous materials on or near the project site.

6.2 Under the terms of this Agreement, the term "hazardous materials" includes, but is not limited to, hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls, mold and asbestos.

6.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Consultant and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition that may mandate a renegotiation of the scope of work. Consultant and Client agree that the discovery of unanticipated hazardous materials may make it necessary for Consultant to take immediate measures to protect health and safety. Client agrees to compensate Consultant for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

6.4 Consultant agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold Consultant harmless for any and all consequences of disclosures made by Consultant which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials.

6.5 Notwithstanding any other provision of the Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability, and/or defense costs for injury or loss arising from Consultant's discovery of unanticipated hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by the Consultant which are found to be contaminated.

SECTION 7: RISK ALLOCATION

7.1 Client agrees that the Consultant's liability for any damage on account of any error, omission, or other professional negligence will be limited to a sum not to exceed $50,000 or Consultant's fee, whichever is greater. If Client prefers to have higher limits on professional liability, Consultant agrees to increase the limits up to a maximum of $1,000,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of four percent of the total fee for the project or $500.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

SECTION 8: INSURANCE

8.1 The Consultant represents and warrants that it and its agents, staff and Consultants employed by it, is and are protected by worker's compensation insurance and that Consultant has such coverage under public liability and property damage insurance policies which the Consultant deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Consultant agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by Consultant, its agents, staff, and consultants employed by it. The Consultant shall not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save consultant harmless for loss, damage, or liability arising from acts by Client, Client's agent, staff, or other consultants employed by Client.

SECTION 9: DISPUTE RESOLUTION

9.1 All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this Agreement will be submitted to "alternative dispute resolution" (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law.

9.2 If a dispute at law arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then:

(a) the claim will be brought and tried in judicial jurisdiction of the court of the county where the principal place of business is located and the Client waives the right to remove the action to any other county or jurisdiction; and
(b) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim related expenses.

SECTION 10: TERMINATION

10.1 This agreement may be terminated by either party upon seven days' notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed to the termination notice plus reasonable termination expenses.

10.2 In the event of termination, or suspension of more than three months, prior to completion of all reports contemplated by this Agreement, Consultant may complete such analyses and records as necessary to complete the project files and may also complete a report on the service performed to the date of notice of termination or suspension. The expense of termination of suspension shall include all direct costs incurred by Consultant in completing such analyses, records and reports.

SECTION 11: ASSIGNS

11.1 Neither the Client nor the Consultant may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

SECTION 12: GOVERNING LAW AND SURVIVAL

12.1 The laws of the State of Florida will govern the validity of these terms, their interpretation and performance.

12.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

CHANGE ORDER #5

CAPPS LAND MANAGEMENT & MATERIALS, LLC
PRICING WORKSHEET

COJ CONTRACT NO: 71577-22
COJ PO: 645833-22
PROJECT: Pope Place and Gold Merit Ash Disposal Sites
CAPPS JOB #: 22220

DATE: 04/21/23

DESCRIPTION OF ADDITIONAL WORK OR CHANGED LOCATION: CR #5 BURIED DEBRIS - CONCRETE WITHOUT REBAR

Additional work related to unforeseen buried debris encountered on-site / concrete without rebar. This work included excavation, processing and removal of buried concrete debris.

LABOR

NAME / CLASS	REGULAR RATE	REGULAR HRS	PREMIUM RATE	PREMIUM HRS	TOTAL
FOREMAN	$40 00	1			$40 00
OPERATOR, EXCAVATOR	$24 00	10 5			$252 00
OFF ROAD OPERATOR	$24 00	3			$72 00
OPERATOR, LOADER	$24 00	10 5			$252 00
LABOR SKILLED	$18 00	0 0			$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
SUBTOTAL LABOR					$616 00
LABOR BURDEN				50 00%	$308 00
LABOR MARK-UP				25 0%	$231 00
TOTAL LABOR					$1,155.00

EQUIPMENT

DESCRIPTION	ACTIVE RATE	ACTIVE HRS	IDLE RATE	IDLE HRS	TOTAL
FOREMAN TRUCK	$27 37	1			$27 37
EXCAVATOR, JD350	$185 00	10 5			$1,942 50
OFF ROAD TRUCK	$275 43	3			$826 29
LOADER, JD550K	$122 24	10 5			$1 283 52
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
SUBTOTAL EQUIPMENT					$4,079 68
EQUIPMENT MARK-UP				15 0%	$611 95
TOTAL EQUIPMENT					$4,691.63

SUBCONTRACTOR

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
P&G	54 2	TN	$23 52	$1,275 25
				$0 00
				$0 00
				$0 00
				$0 00
				$0 00
				$0 00
				$0 00
				$0 00
				$0 00
SUBTOTAL SUBCONTRACTOR				$1,275 25
MARK-UP			10 0%	$127 53
TOTAL SUBCONTRACT				$1,402.78

MATERIAL/OTHER

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
				$0 00
				$0 00
				$0 00
				$0 00
				$0 00
				$0 00
				$0 00
				$0 00
				$0 00
				$0 00
SUBTOTAL MATERIAL				$0 00
SALES TAX			7 5%	$0 00
MARK-UP			10 0%	$0 00
TOTAL EQUIPMENT				$0.00

CONTRACTORS REP	4/26/23 DATE
SUBCONTRACTORS REP	DATE
OWNERS REP	DATE

LABOR		$1 155 00
EQUIPMENT		$4,691 63
SUBCONTRACT		$1,402 78
MATERIAL		$0 00
SURVEY/ASBUILT		
BOND	1 50%	$108 74
TOTAL		$7,358.15

P&G Land Clearing, Inc.
9440 REWIS RD
JACKSONVILLE, FL 32220 US
j lloyd@bellsouth.net

INVOICE

BILL TO
CAPPS LAND MGMT AND
MATERIALS

INVOICE # 12804
DATE 03/06/2023
DUE DATE 03/20/2023
TERMS NET 14

PROJECT
BAGLEY ROAD

ACTIVITY	QTY	RATE	AMOUNT
DUMP TRUCK TRUCK RENTAL : 7:30-4:00 = 8.5 HRS	1	1,275.00	1,275.00

SUBTOTAL	1,275.00
TAX	0.00
TOTAL	1,275.00
BALANCE DUE	**$1,275.00**

128693

Solid Waste Division
1031 Superior Street
Jacksonville, FL 32254-2042
Phone (904)255-7500

NOT AN INVOICE

Ticket: 1693304
Operator ID: NM
Site: TB
Date: 02/28/23
Time In: 08:40 AM
Time Out: 08:40 AM
Manifest: 128693
Account: 017943
ASH REMEDIATION,
DCSB/ACC
Truck: 179432L19
Commodity Type: City Ash Clean Up

31.26 TN @ $0.00/TN
Route: DUVAL

Gross:	98260 lb	49.13 tn
Tare:	35740 lb	17.87 tn
Net:	62520 lb	31.26 tn

Weight Total:
$0.00
Flat Fee Total:
$0.00
Total Owed:
$0.00
Payment Method(s):
Charge
$0.00

Change:
$0.00

TRUCKER

THE CITY ASSUMES NO LIABILITY TO VEHICLES OPERATING AT THIS FACILITY

By signing the above, the hauler attests the information provided regarding the waste type and the origin (City, County) is accurate and truthful. False or misrepresented information is punishable as a Class D penalty in accordance with ordinance Code 308.405(b).

128694

Solid Waste Division
1031 Superior Street
Jacksonville, FL 32254-2042
Phone (904)255-7500

NOT AN INVOICE

Ticket: 1693554
Operator ID: CMB
Site: TR
Date: 02/28/23
Time In: 01:28 PM
Time Out: 01:28 PM
Manifest: 128694
Account: 017943
ASH REMEDIATION,
DCSB/ACC
Truck: 17943ZL19
Commodity Type: City Ash Clean Up

22.96 TN @ $$0.00/TN
Route: DUVAL

Gross:	81660	lb	40.83	tn
Tare:	35740	lb	17.87	tn
Net:	45920	lb	22.96	tn

Weight Total:
$0.00
Flat Fee Total:
$0.00
Total Owed:
$0.00
Payment Method(s):
Charge
$0.00

Change:
$0.00

TRUCKER

THE CITY ASSUMES NO LIABILITY TO VEHICLES OPERATING AT THIS FACILITY

By signing the above, the hauler attests the information provided regarding the waste type and the origin (City, County) is accurate and truthful. False or misrepresented information is punishable as a Class D penalty in accordance with ordinance Code 308.405(h)

CHANGE ORDER #6

CAPPS LAND MANAGEMENT & MATERIALS, LLC
PRICING WORKSHEET

COJ CONTRACT NO: 71977-22
COJ PO: 645933-22
PROJECT: Pope Place and Gold Mart Ash Disposal Sites
CAPPS JOB #: 22220

DATE 04/21/23

DESCRIPTION OF ADDITIONAL WORK OR CHANGED LOCATION: CR # 6 HAZARDOUS WASTE PARCEL 4 GRID 36

Requested pricing per COJ for the treatment and removal of WC-36 lead impacted soils on Parcel 4.

LABOR

NAME / CLASS	REGULAR RATE	REGULAR HRS	PREMIUM RATE	PREMIUM HRS	TOTAL
FOREMAN	$40.00	23.0			$920.00
LABORER, SKILLED	$18.00	23.0			$414.00
OPERATOR, EXCAVATOR	$24.00	23.0			$552.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
SUBTOTAL LABOR					$1,886.00
LABOR BURDEN				40.81%	$769.68
LABOR MARK-UP				25.0%	$663.02
TOTAL LABOR					$3,319.60

EQUIPMENT

DESCRIPTION	ACTIVE RATE	ACTIVE HRS	IDLE RATE	IDLE HRS	TOTAL
FOREMAN TRUCK	$27.37	23.0			$629.51
EXCAVATOR, JD350	$185.00	23.0			$4,255.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
SUBTOTAL EQUIPMENT					$4,884.51
EQUIPMENT MARK UP				15.0%	$732.68
TOTAL EQUIPMENT					$5,617.19

SUBCONTRACTOR

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
SUBTOTAL SUBCONTRACTOR				$0.00
MARK-UP			10.0%	$0.00
TOTAL SUBCONTRACT				$0.00

MATERIAL / OTHER

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
FREE FLOW ROCFORD, LLC	1.00	EA	$780.00	$780.00
TRAILRIDGE FEE	25.00	TN	$41.43	$1,035.75
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
SUBTOTAL MATERIAL				$1,815.75
SALES TAX			7.5%	$136.18
MARK-UP			15.0%	$292.79
TOTAL MATERIAL				$2,244.72

CONTRACTORS REP Dennis Capps 4/26/23 DATE

SUBCONTRACTORS REP DATE

OWNERS REP DATE

LABOR		$3,319.60
EQUIPMENT		$5,617.19
SUBCONTRACT		$0.00
MATERIAL		$2,244.72
BOND	1.50%	$167.72
TOTAL		$11,349.23

From: April Capps
Sent: Tuesday, February 28, 2023 4:35 PM
To: Amanda Duncan
Subject: FW: Haz Waste Stabilization Plan - Gold Merit Pope Place Site
Attachments: PPGM SSWP_2_27_23.pdf; WC-36_HAZ_Delineation.pdf

Categories: Done

From: Noble, Clint C. <noblecc@cdmsmith.com>
Sent: Tuesday, February 28, 2023 8:53 AM
To: Jason Freeman <jasonf@cappsland.net>
Cc: April Capps <april@cappsland.net>; Joe Kinard <jkinard@thendncompanies.com>; Olmsted, Jenny L. <olmstedjl@cdmsmith.com>; Cobert, Steven C. <cobertsc@cdmsmith.com>; Leggoe, Kathy R. <leggoekr@cdmsmith.com>; Foster, Jeffrey <jsfoster@coj.net>; Fuller, Eric <EFuller@coj.net>; Quaintance, Crystal J. <quaintancecj@cdmsmith.com>; Mueller, Logan J. <muellerlj@cdmsmith.com>
Subject: Haz Waste Stabilization Plan - Gold Merit Pope Place Site

Jason,

It has been determined that a portion of WC-36 grid has been classified as hazardous waste based upon further testing done by NDN via lead TCLP (see attached Map). This plan equates to less than 40 cubic yards to be excavated and mixed onsite. Also attached is the procedure we developed with COJ to address it by treating it onsite, conducting verification analytical, and then disposing at TRL as nonhazardous. We will need to notify DEP of this activity. This process has been established and implemented successfully at other ash sites around the City.

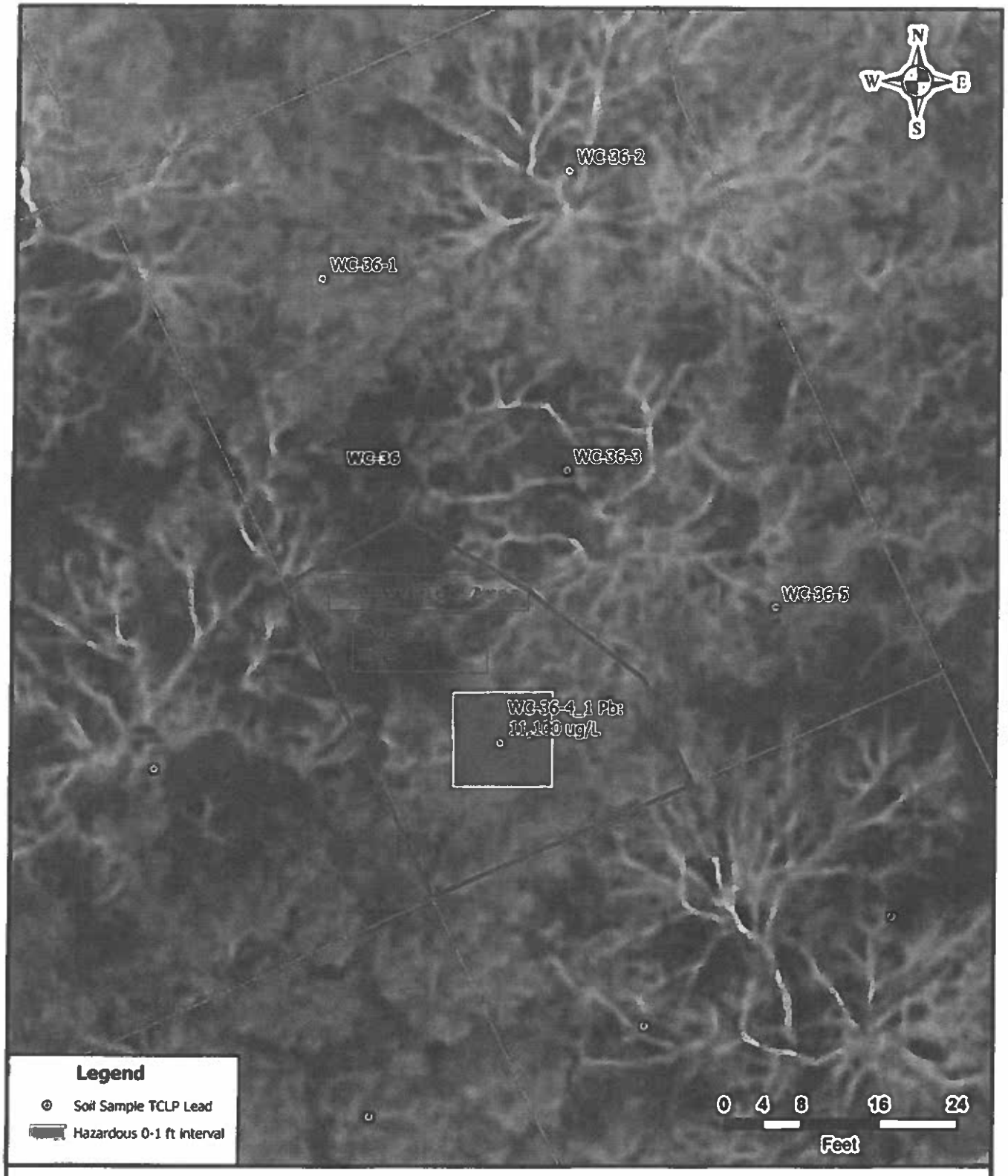
This likely triggers the need for a change order (or to add to the existing one in progress you are working on). We would like Capps/NDN to implement the attached plan.

We can discuss further on the call today,

Regards,

Clint Noble, P.G., PMP
Senior Project Manager
CDM Smith

4651 Salisbury Road, Suite 420
Jacksonville, FL 32256
O: 904.527.6715
M: 904-625-2125
noblecc@cdmsmith.com
Connect with me on LinkedIn
cdmsmith.com



Hazardous Lead Delineation WC-36

Pope Place & Gold Merit Ash Sites
Jacksonville, Duval County, FL

CAPPS LAND FAMILY OF COMPANIES

the NDN COMPANIES

State of Florida, Maxar, Microsoft

From: Joe Kinard <jkinard@thendncompanies.com>
Sent: Wednesday, March 1, 2023 2:41 PM
To: Amanda Duncan
Cc: Jason Freeman; April Capps; Geoff Reichold
Subject: RE: Free Flow 200 - Additional Cost
Attachments: PPGM_Proposal_Parcel_4_Additional_services_3-1-2023.pdf

Amanda,

Please see attached for our additional costs related to the Haz waste Delineation, Haz Waste Excavation
and Wetland sampling on parcel 4.
These costs are all associated with additional work that CDM requested that was not in our original
scope of work.

Please let me know if you have any questions.

Thanks,
Joe Kinard, GIT
Project Manager
The NDN Companies
3740 St. Johns Bluff Rd S., Suite 10
Jacksonville, FL 32224

904.800.2671 Office
478.278.2361 Mobile

www.thendncompanies.com

Woman Owned 8(a) Small Disadvantaged Business, FDOT DBE, JSEB

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From: Amanda Duncan <aduncan@cappsland.net>
Sent: Wednesday, March 1, 2023 10:43 AM
To: Joe Kinard <jkinard@thendncompanies.com>; Jason Freeman <jasonf@cappsland.net>; April
<April@cappsland.net>

Subject: Free Flow 200 - Additional Cost

Joe, will there be an additional cost from your firm for this. If so please submit at your earliest
convenience. Thank you

From: Jason Freeman <jasonf@cappsland.net>
Sent: Wednesday, March 1, 2023 9:19 AM
To: Shawn Atchley <shawn@cappsland.net>; Amanda Duncan <aduncan@cappsland.net>
Subject: FW: Free Flow 200

From: Joe Kinard <jkinard@thendncompanies.com>
Sent: Wednesday, March 1, 2023 8:02 AM
To: Jason Freeman <jasonf@cappsland.net>
Cc: Geoff Reichold <Greichold@thendncompanies.com>
Subject: Free Flow 200

Jason,

The Free Flow 200 powder we will need for the Haz lead can be ordered here Treatment Products - Free
Flow Technologies, Ltd.

The plan says you will need 4% by weight. There is about 23 cubic yards of it so using 2,100 lbs per cubic
yard, you'd need about 2,000 pounds of it.

I sent them a request for information yesterday and haven't received a reply. If you need anything from
us just let me know.

Joe Kinard, GIT
Project Manager
The NDN Companies
3740 St. Johns Bluff Rd S., Suite 10
Jacksonville, FL 32224

904.800.2671 Office
478.278.2361 Mobile

www.thendncompanies.com

Woman Owned 8(a) Small Disadvantaged Business, FDOT DBE, JSEB

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Free Flow - Rockford, LLC.

PRODUCT ORDER AUTHORIZATION FORM

TO: Shawn Atchley
Capps Land Management
114 Halsema Road S
Jacksonville, FL 32220
904-693-8644

shawn@cappsland.net

Date: March 1, 2023
Project Name: Jacksonville Florida
Project Location: 114 Halsema Road S
Jacksonville, FL 32220
FFR Project # 521.01

Acceptance:
Authorization for Free Flow - Rockford, LLC to ship product included in the Proposal constitutes acceptance of this Agreement. Acceptance can be made by signing in the place provided below. Acceptance is limited to the terms stated herein, and any additional or different terms are rejected unless expressly agreed to in writing by Free Flow Technologies, Ltd

The Agreement consists of the following documents:

(a) [X] This Product Order Authorization Form
(b) [ ] Product Quote
(c) [ ] Terms and Conditions of Product Sales
[ ] Change orders that may be authorized at various times throughout the Project
(d) [ ] Other: _____

Basis for Payment: [ ] Lump Sum [X] per Ton

SHIPPING DETAILS: Truckload
FOB Loves Park IL, FP&A (unless otherwise specified)

Payment Terms: Net 30 Days

TAX INFORMATION:
[X] NON-TAXABLE
Submit tax exempt information with this form
[ ] TAXABLE
Rate (%)

ADDITIONAL NOTES / SCHEDULE:

Scope of Services

QTY	DESCRIPTION	UNIT COST	UOM	COST
1	FF200 Treatment Reagent, bulk bag on skid	280.00	Ton	$ 280.00
		Tax		$ -
ESTIMATED SHIPPING** 1 Load(s) @ $500.00 per load		Shipping**		$ 500.00
(shipping subject to change based on market volatility)		Total		$ 780.00

**ESTIMATED; Subject to change

This proposal is valid until: March 31, 2023

I agree with the following payment terms:
All invoices are due and payable within 30 days of the billing date unless other arrangements are made in writing and agreed to by an officer of Free Flow Technologies, Ltd. An interest rate of 1.5% per month will be applied to invoices past 30 days. In the event the client defaults on payment, the client shall be responsible for reasonable attorney fees and costs of collection

Agreed To: Free Flow Rockford LLC

Signature: Cristopher Proctor

Printed: Cristopher Proctor

Date: 3/1/2023

Agreed To:

Signature _____

Printed _____ Date: _____

Company Title _____

PO Number _____

GMPP Soil Remediation Project
Contractor Waste Management / Hauling Plan
1/24/23

The City of Jacksonville (City) has 4 waste profiles setup and approved for GMPP. They are as follows:

1. 409433FL – Impacted Soil, municipal incinerator ash (for daily cover, no charge)
2. 414550FL – Ash impacted Concrete Debris (concrete 6" or less & no rebar, for landfill use, no charge)
3. 414551FL – Ash impacted Yard Trash (processed/able to be processed yard trash 2" or less suitable for use as daily cover, no charge)
4. 414552FL – Ash impacted Debris (mixed debris (yard trash and/or C&DD w/ash, etc.) for disposal, $41.43/ton)

Ash Materials Waste Manifest Procedure to Trail Ridge Landfill (TRLF)

The ash materials have been previously classified in-place by Capps and the four ash disposal areas have been given a specific waste profile number. In general, after the generated ash materials have been tested for TCLP (1 per 500 cubic yards) and accepted by TRLF for disposal, the remediation contractor (RC, Capps) or the remediation oversight consultant (ROC, NDN) will submit a request to the City for the anticipated number of waste manifests for the amount of materials that have been stockpiled and tested that has passed or tested in place and passed that will require transport and disposal at TRLF. The City will need the trucking company name and address to print out the manifests. The City will need at least 3 business days lead time to prepare and sign the manifests.

The City signs the waste manifests as the generator in Section 16 of the waste manifest. The City does not date the signature for section 16. The RC or the ROC collects the City signed manifests after notification by the City that the manifests are ready.

After the materials have been tested for TCLP (1 per 500 cubic yards) and accepted by TRLF for disposal, during loading, the RC or the ROC will place the number of containers (1) in the "No." portion of section 12 and use DT for dump truck for the "type" portion, circle "cu yds" in section 14 and enter the approximate cubic yards in section 13 of the waste manifest. Tonnage will be provided on the scale ticket by the scale-house. The transporter then prints their name and signs section 17 of the waste manifest form including the month, day and year. The RC or the ROC will then collect generator number #1 copy (goldenrod) and give the rest of the waste manifest to the hauler.

When the hauler reaches the scale-house, the hauler hands the remaining waste manifest forms (white, green, canary, pink) to the scale house personnel. Once the inbound weight is established, the hauler leaves the scale house, the hauler proceeds to the "y" fork in the access road at the maintenance facility and turns right or north and proceeds around the expansion area to the yard waste processing area located along the west permitter road that is located just north of the current disposal cell.

After dumping the materials in the staging area, the hauler then proceeds back to the scale house to get weighed again to calculate the tonnage of the ash materials brought into the landfill. After weighing out, the scale house personnel will sign the waste disposal manifest in section 19 and return the canary and pink copies to the hauler who keeps the pink copy for their records and returns the canary copy to the RC

or the ROC for their records. The scale house keeps the white and green copies with the white copy going to Waste Management, the green copy going to the City. The scale house personnel will also at this time provide a copy of the scale ticket which will include the tonnage and the appropriate manifest number. Prior to leaving the yard waste processing area, the hauler must stop and dry decontaminate the interior of the dump bed using a broom and/or shovel.

To avoid having to go through the scale house on the way out, the hauler can elect to set up a tare weight for each of the trucks they intend to use. Tare weights are typically done using three runs over the scales at different dates and times to account for the fluctuations in fuel and other weighted items located the trucks.

CHANGE ORDER #7

CAPPS LAND MANAGEMENT & MATERIALS LLC
PRICING WORKSHEET

COJ CONTRACT NO 71977 22
COJ PO 643933-22
PROJECT Pope Place and Gold Mart Ash Disposal Sites
CAPPS JOB # 22229

DATE 04 21 23

DESCRIPTION OF ADDITIONAL WORK OR CHANGED LOCATION CR 07 PARCEL 3 4 ADDED REMEDIATION

Requesting payment for additional area to be remediated outside of original scope per the RAP and RFP. Additional work includes clearing, excavation and remediation of impacted area on parcel 3 4

LABOR

NAME / CLASS	REGULAR RATE	REGULAR HRS	PREMIUM RATE	PREMIUM HRS	TOTAL
SUPERVISOR	$49 00	45			$2 205 00
FOREMAN	$40 00	90			$3 600 00
OPERATOR EXCAVATOR	$24 00	90			$2 160 00
OPERATOR DOZER	$24 00	90			$2 160 00
SKILLED LABOR/OPERATOR	$22 00	90			$1 980 00
LABORER, SKILLED	$18 00	90			$1 620 00
SURVEY	$45 00	90			$4 050 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
SUBTOTAL LABOR					$17 775 00
LABOR BURDEN				50 00%	$8 887 50
LABOR MARK UP				25 0%	$6 665 63
TOTAL LABOR					$33,328.13

EQUIPMENT

DESCRIPTION	ACTIVE RATE	ACTIVE HRS	IDLE RATE	IDLE HRS	TOTAL
SUPERVISOR TRUCK	$ 27 37	45			$ 1 231 65
FOREMAN TRUCK	$ 27 37	90			$ 2 463 30
EXCAVATOR JD350	$ 185 00	90			$ 16 650 00
D3 DOZER	$ 150 00	90			$ 13,500 00
STREET SWEEPER	$ 45 73	90			$ 4,115 70
WATER TRUCK	$ 135 34	90			$ 12,180 60
SURVEY TRUCK	$ 27 37	90			$ 2 463 30
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
SUBTOTAL EQUIPMENT					$52 604 55
EQUIPMENT MARK UP				15 0%	$7 890 68
TOTAL EQUIPMENT					$60,495 23

SUBCONTRACTOR

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
PAG HAULING	1 00	LS	$10,000 00	$10,000 00
GEGEN TIMBER	1 00	LS	$36 000 00	$36 000 00
ALLIANT	40 00	HR	$125 00	$5 000 00
D&J EROSION	1200 00	LF	$3 25	$3,900 00
NDH	1 00	LS	6,500	$6 500 00
GRASSING	1 00	LS	4 166	$4 166 00
				$0 00
				$0 00
				$0 00
				$0 00
SUBTOTAL SUBCONTRACTOR				$65,566 00
MARK UP			10 0%	$6 556 60
TOTAL SUBCONTRACT				$72 122 60

MATERIAL/OTHER

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
IMPORT FILL	881	CY	25 50	$22 467 50
				$0 00
				$0 00
				$0 00
				$0 00
				$0 00
				$0 00
				$0 00
				$0 00
SUBTOTAL MATERIAL				$22 567 50
SALES TAX			7 5%	$1 692 56
MARK UP			10 0%	$2,426 01
TOTAL EQUIPMENT				$26 686 07

CONTRACTOR REP Daniel Capps 4/6/23 DATE

SUBCONTRACTORS REP DATE

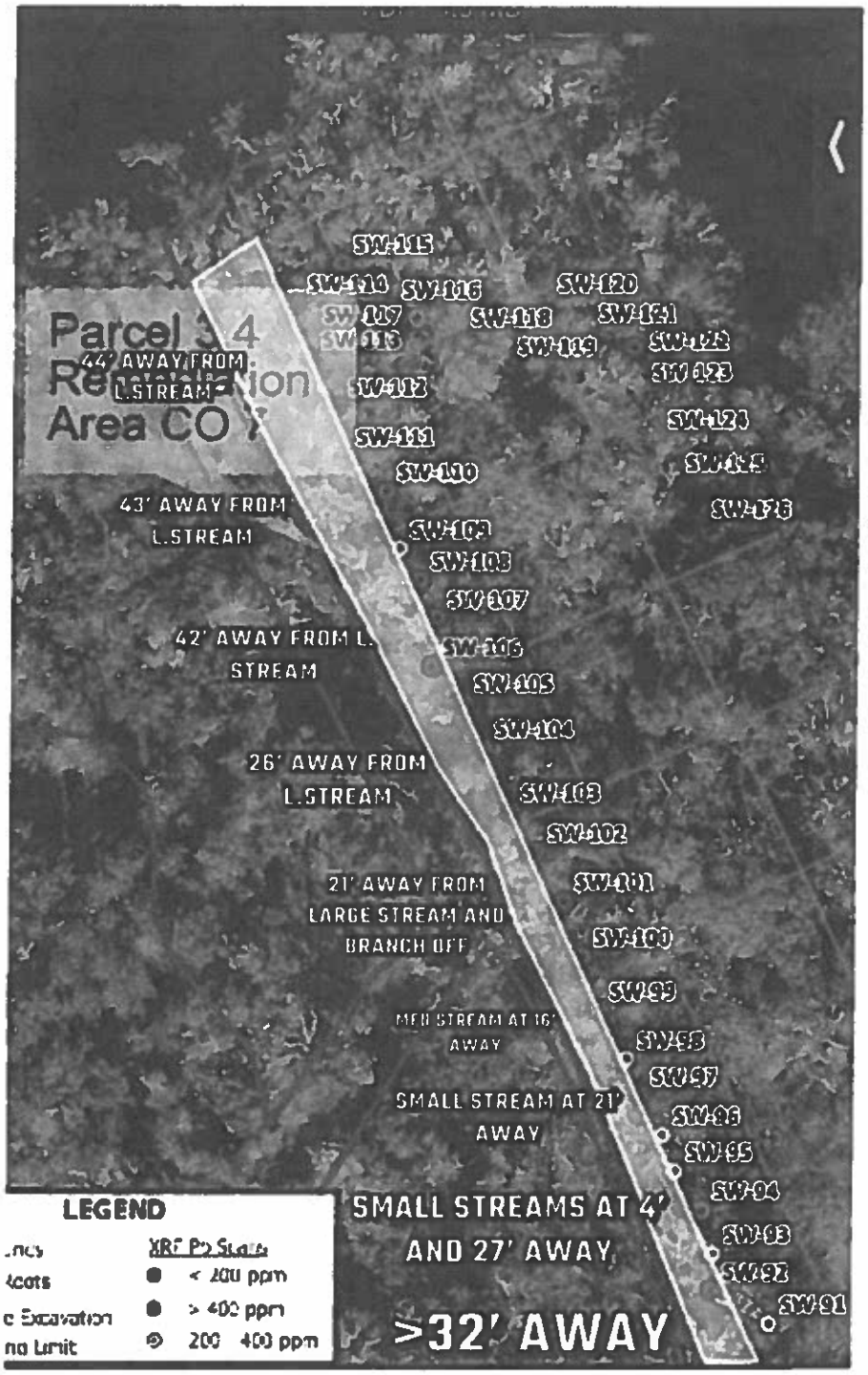
OWNERS REP DATE

LABOR		$33 329 13
EQUIPMENT		$60 495 23
SUBCONTRACT		$72 122 60
MATERIAL		$26 686 07
SURVEY/ASBUILT		0
BOND	1 50%	$2 889 44
TOTAL		$195 521 11

CAPPS LAND
FAMILY OF COMPANIES

EXCAVATION SIDEWALL XRF RESULTS
Pope Place & Gold Mert Ash Sites
Jacksonville, Duval County, FL
3/02/2023

the NDN COMPANIES



CAPPS LAND
FAMILY OF COMPANIES

CO #7: Revised Figure to include 20 ft buffer around water bodies

CHANGE ORDER #8

CAPPS LAND MANAGEMENT & MATERIALS, LLC
PRICING WORKSHEET

COJ CONTRACT NO: 71977-22
COJ PO: 645933-22
PROJECT: Pope Place and Gold Mord Ash Disposal Sites
CAPPS JOB # 22220

DATE: 04/21/23

DESCRIPTION OF ADDITIONAL WORK OR CHANGED LOCATION: CR #8 PARCEL 13,14 ADDED REMEDIATION

Requested Pricing for additional area to be remediated outside of original scope per the RAP and RFP. Additional work includes clearing, excavation and remediation of requested area on parcel 13,14.

LABOR

NAME / CLASS	REGULAR RATE	REGULAR HRS	PREMIUM RATE	PREMIUM HRS	TOTAL
SUPERVISOR	$49 00	40			$1,960 00
FOREMAN	$40 00	80			$3,200 00
OPERATOR, EXCAVATOR	$28 00	80			$2,240 00
OPERATOR, DOZER	$24 00	80			$1,920 00
SKILLED LABOR/OPERATOR	$22 00	80			$1,760 00
LABOR/H, SKILLED	$18 00	80			$1 440 00
SURVEY	$45 00	40			$1,800 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
SUBTOTAL LABOR					$14,320 00
LABOR BURDEN				50 00%	$7 160 00
LABOR MARK-UP				25 0%	$5 370 00
TOTAL LABOR					$26,850.00

EQUIPMENT

DESCRIPTION	ACTIVE RATE	ACTIVE HRS	IDLE RATE	IDLE HRS	TOTAL
SUPERVISOR TRUCK	$ 27 37	40			$ 1,094 80
FOREMAN TRUCK	$ 27 37	80			$ 2,189 60
EXCAVATOR, JD210	$ 165 00	80			$ 13,200 00
D3 DOZER	$ 150 00	80			$ 12 000 00
STREET SWEEPER	$ 45 73	80			$ 3,658 40
WATER TRUCK	$ 135 34	80			$ 10 827 20
SURVEY TRUCK	$ 27 37	40			$ 1,094 80
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
					$0 00
SUBTOTAL EQUIPMENT					$44,084 80
EQUIPMENT MARK-UP				15 0%	$6 609 72
TOTAL EQUIPMENT					$50,674 52

SUBCONTRACTOR

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
GIEGER TIMBER	1 00	LS	$16,500 00	$16,500 00
ALLIANT	25 00	HR	$125 00	$3,125 00
U.S. J EROSION	450 00	LF	$3 25	$1,462 50
NON	1 00	LS	7,200	$7,200 00
GRASSING	1 00	LS	3 500	$3,500 00
				$0 00
				$0 00
				$0 00
				$0 00
				$0 00
SUBTOTAL SUBCONTRACTOR				$31 787 50
MARK-UP			10 0%	$3 178 75
TOTAL SUBCONTRACT				$34,966.25

MATERIAL/OTHER

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
IMPORT F&L	2000	CY	25 50	$51,000 00
				$0 00
				$0 00
				$0 00
				$0 00
				$0 00
				$0 00
				$0 00
				$0 00
				$0 00
SUBTOTAL MATERIAL				$51,000 00
SALES TAX			7 5%	$3,825 00
MARK-UP			10 0%	$5 482 50
TOTAL EQUIPMENT				$60,307 50

LABOR		$26 850 00
EQUIPMENT		$50 674 52
SUBCONTRACT		$34 966 25
MATERIAL		$60 307 50
SURVEY/ASBUILT		0
BOND	1 50%	$2,581 07
TOTAL		$175 380.24

CONTRACTORS REP: Dennis Capps 4/26/23 DATE

SUBCONTRACTORS REP: DATE

OWNERS REP: DATE

CAPPS LAND FAMILY OF COMPANIES

EXCAVATION SIDEWALL XRF RESULTS
Pope Place & Gold Merit Ash Sites
Jacksonville, Duval County, FL
3/02/2023

the NDN COMPANIES

From: Noble, Clint C. <noblecc@cdmsmith.com>
Sent: Thursday, April 13, 2023 3:47 PM
To: Jason Freeman <jasonf@cappsland.net>
Cc: Joe Kinard <jkinard@thendncompanies.com>; Amanda Duncan <aduncan@cappsland.net>; April
Capps <april@cappsland.net>; Olmsted, Jenny L. <olmstedjl@cdmsmith.com>; Leggoe, Kathy R.
<leggoekr@cdmsmith.com>; Cobert, Steven C. <cobertsc@cdmsmith.com>; Foster, Jeffrey <jsfoster@coj.net>
Subject: GMPP Sampling Parcel 13 & 14

Jason,

Per our discussion today, please see attached field sampling plan for your use in finalizing change
orders. Please include costs to complete this and plan on NDN doing this soon after you have the NTP
from us and the City executed access agreements.

We would like a deliverable from NDN covering:

* Brief Memo describing work on NDN letter head / signed.
o Tabulated Data
o Site Map with GPS boring locations and XRF results.
o Soil Boring logs

Assume an additional 10 contingency soil borings (not shown on map) based on site observations with
the intent to delineate the edge of ash contamination proceeding east to west across the rear of Parcels
13 and 14.

Regards,

Clint Noble, P.G., PMP
Senior Project Manager
CDM Smith
4651 Salisbury Road, Suite 420
Jacksonville, FL 32256
O: 904.527.6715
M: 904-625-2125
noblecc@cdmsmith.com
Connect with me on LinkedIn
cdmsmith.com

Parcel 13-14

o PROPOSED LOCATION FOR VISUAL AND XRF SCREENING FOR ASH

Sampling Plan
Goal-determine how far into the parcels excavation needs to take place and so volumes to be excavated can be estimated
Additional borings should be performed if ash appears more widespread on either parcel include contingent locations if needed
Perform property line borings first and step in to parcels accordingly
Visually record ash and perform XRF screening in borings at 0-0 5 ft bls, 0 5-2 ft bls, and 2 foot intervals to water

01/16/2023

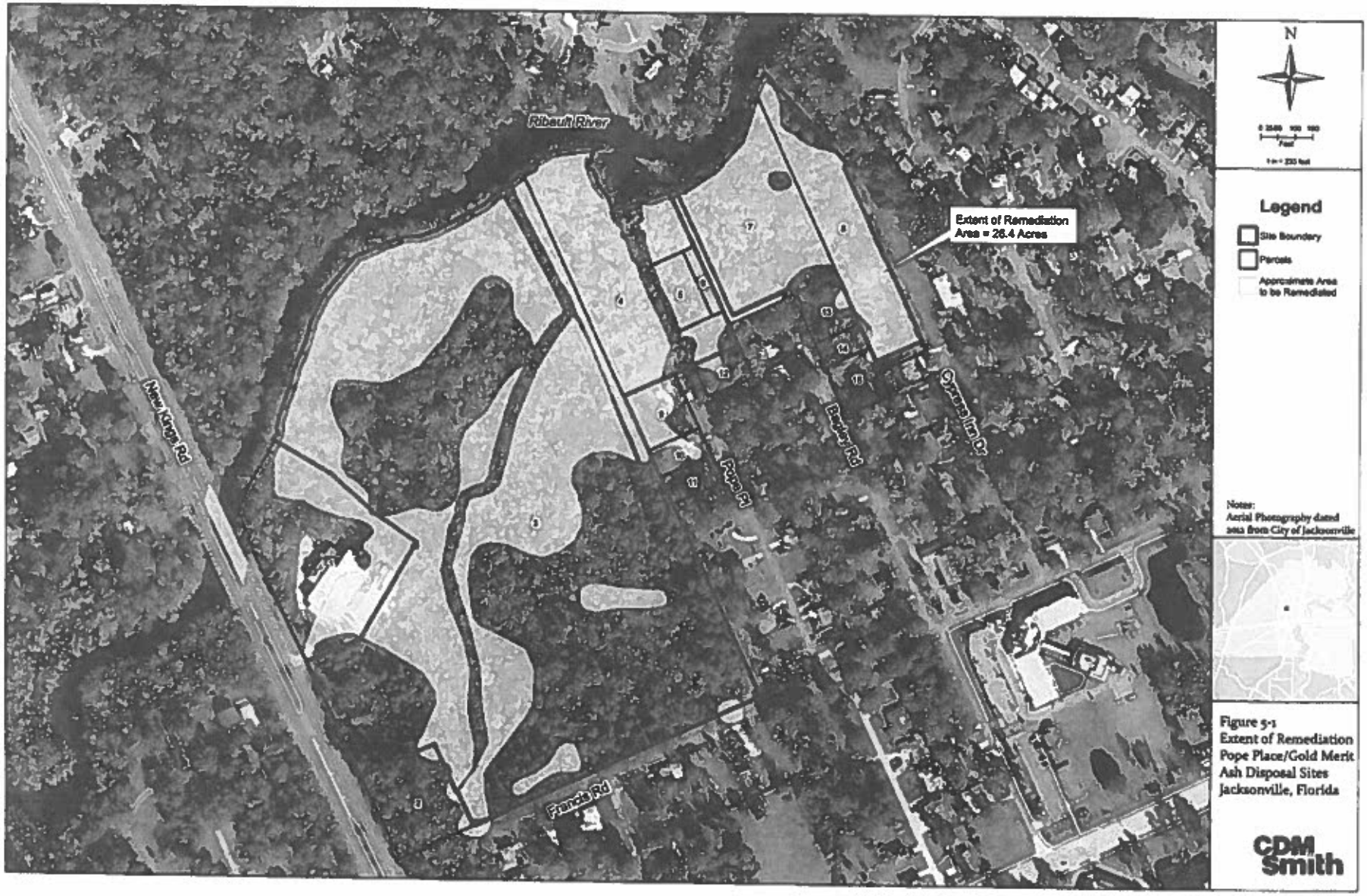


Figure 5-1
Extent of Remediation
Pope Place/Gold Merit
Ash Disposal Sites
Jacksonville, Florida

CDM Smith

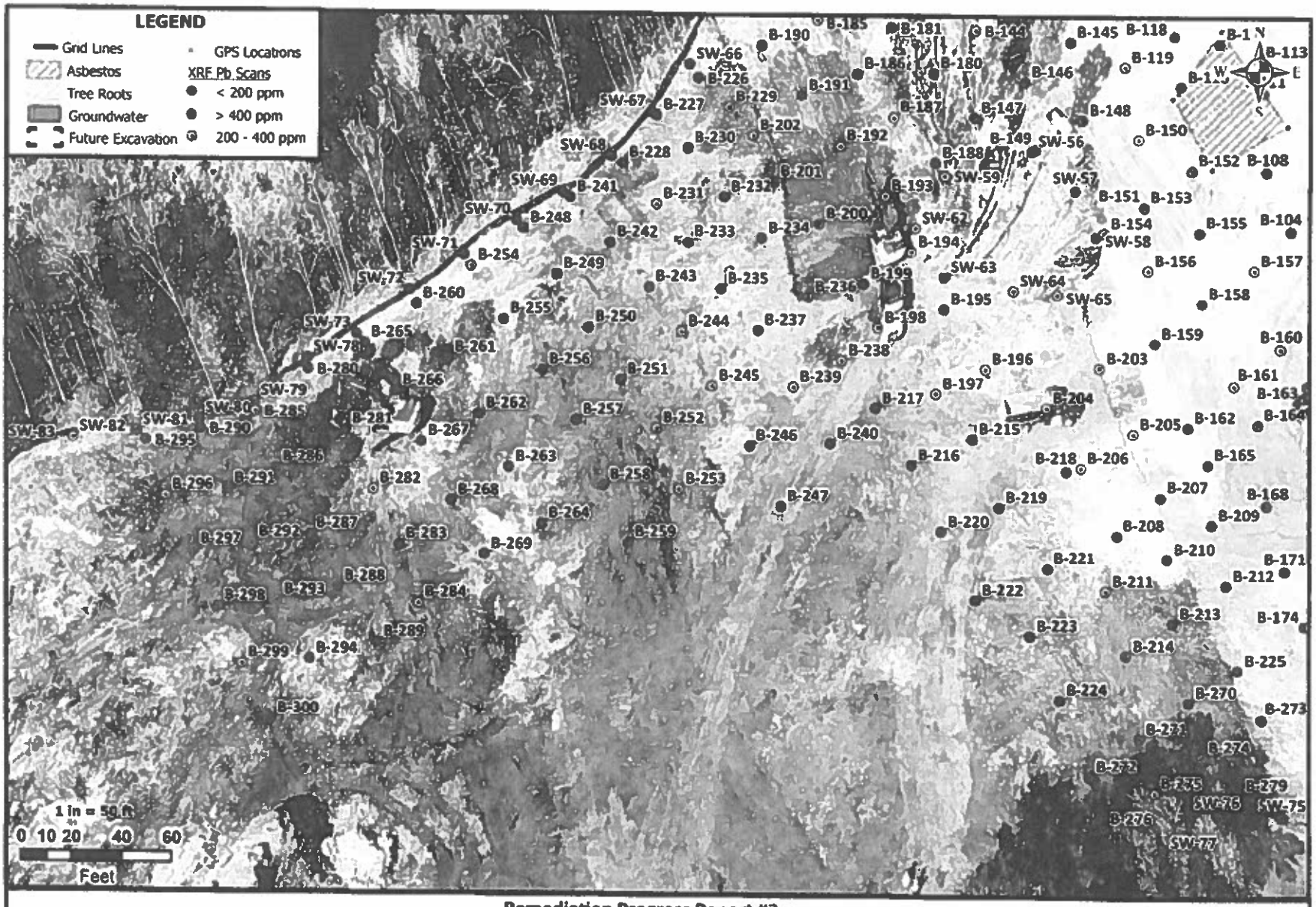
Remediation Progress Report #2
XRF Sample Location Plan

Pope Place & Gold Merit Ash Sites
Jacksonville, Duval County, FL
01/25/23 to 02/10/23

CAPPS LAND FAMILY OF COMPANIES

the NDN COMPANIES

State of Florida, Maxar, Microsoft



Remediation Progress Report #3

XRF Sample Location Plan

Pope Place & Gold Merit Ash Sites
Jacksonville, Duval County, FL
01/25/23 to 02/17/23

CAPPS LAND FAMILY OF COMPANIES

the NDN COMPANIES

The NDN Companies 02/09/2023

April 13, 2023

Mr. Jason Freeman
Capps Land Management
114 Halsema Rd South
Jacksonville, FL 32220

RE: Cost Proposal for Ash Delineation on Parcels 13 &14
Gold Merritt Pope Place Ash Remediation
Jacksonville, Duval County, Florida

Dear Mr. Freeman:

The NDN Companies (NDN) is pleased to submit this proposed cost estimate to provide the services necessary to delineate the extent of ash on parcels 13 and 14 at the Pope Place and Gold Merit site. These services are in addition to the scope of the executed agreement. The proposed scope of work and cost estimate for these services are detailed below:

Soil Borings and XRF Screening for Ash
NDN will advance up to 30 hand augers to groundwater on Parcels 13 and 14 with the intent to identify the extent of ash on the parcels. The soil will be visually inspected for the presence of ash and samples will be collected from 0-0.5 ft bgs, 0.5-2 ft bgs, and in 2-foot intervals until groundwater or residual is encountered. The sample will be scanned with an XRF analyzer for the presence of lead. The findings at each location will be recorded in soil boring logs and a field book.

Soil Borings and XRF Screening for Ash - **$,4,183.00 total**

Report Preparation
NDN will prepare a letter report summarizing the methodology and findings of the investigation. This will include tabulated data, maps, pictures, and soil boring logs.

Waste Characterization - **$2,075.00 total**

The above proposed costs will be billed as unit price based on completion. If this cost estimate, which incorporates the attached General Terms and Conditions by reference, meets with your approval, please sign, and return the enclosed agreement or issue your purchase order accepting this proposal as your authorization to proceed. If you have any questions, please feel free to contact me at (904) 662-1050.

The NDN Companies

Geoff Reichold, P.G. Principal

the NDN COMPANIES

AGREEMENT AND AUTHORIZATION TO PROCEED

Cost Proposal for Additional Deliverables Gold
Merritt Pope Place Ash Remediation
Jacksonville, Duval County, Florida

Reporting, Invoicing, and Payment Schedule

The NDN Companies, (hereinafter referred to as NDN), will invoice for work completed as a lump sum. NDN reserves the right to charge late invoices at a rate of 1-1/2% per month beyond 30 days. This cost estimate and pricing will be valid for 90 days from today.

Authorization to Proceed

If you are in agreement with the proposed scope of work, payment schedule, and incorporated General Terms and Conditions, please sign below indicating your acceptance and return a signed copy of this Agreement to our office. Upon receipt of authorization to proceed, NDN will begin work.

This document constitutes a legal contract under the laws of the State of Florida. The undersigned parties have reviewed this document and agree to the scope of work to be provided and the terms of the contract.

DATE: April 13, 2023

The NDN Companies

Geoff Reichold, P.G.
Principal

DATE:

Capps Land Management

Mr. Jason Freeman, or
Authorized Representative

GENERAL TERMS AND CONDITIONS

SECTION 1: RESPONSIBILITIES

1.1 The NDN Companies, hereafter referred to as the "Consultant", has the responsibility for providing the services described under the "Scope of Work" section of the proposal, hereafter referred to as "Agreement", to that entity authorizing the Consultant to perform such work, heretofore referred to as the "Client". The work is to be performed according to accepted industry standards of care and is to be completed in a timely manner.

1.2 The Client or a duly authorized representative is responsible for providing the Consultant with a clear understanding of the project nature and scope. The Client shall supply the Consultant with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow the consultant to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

SECTION 2: STANDARD OF CARE

2.1 Services performed by the Consultant under this Agreement are expected by the Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the Consultant's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.

2.2 The Client recognizes that site conditions may change from those observed at the site at the time work is performed. Data, interpretations, and recommendations by the Consultant will be based solely on information available to the Consultant at the time of service. The Consultant is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information provided.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

3.1 The Client will grant or obtain free access to the site for all equipment and personnel necessary for the Consultant to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted Consultant free access to the site. The Consultant will take reasonable precautions to minimize damage to the site, but it understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.

3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. The Consultant will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against Consultant, and agrees to defend, indemnify, and hold Consultant harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim with compensation to be based upon Consultant's prevailing fee structure and expense reimbursement policy.

SECTION 4: BILLING AND PAYMENT

4.1 Consultant will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications or will indicate a lump sum charge for services rendered.

4.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past due accounts.

4.3 If the Consultant incurs any expenses to collect overdue billings on invoices, the sums paid by the Consultant for reasonable attorney's fees, court costs, Consultant's time, Consultant's expenses, and interest will be due and owing by the Client.

SECTION 5: OWNERSHIP OF DOCUMENTS

5.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Consultant, as instruments of service, shall remain the property of the Consultant.

5.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.

5.3 The Consultant will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

6.1 Client warrants that a reasonable effort has been made to inform Consultant of known or suspected hazardous materials on or near the project site.

6.2 Under the terms of this Agreement, the term "hazardous materials" includes, but is not limited to, hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls, mold and asbestos.

6.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Consultant and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition that may mandate a renegotiation of the scope of work. Consultant and Client agree that the discovery of unanticipated hazardous materials may make it necessary for Consultant to take immediate measures to protect health and safety. Client agrees to compensate Consultant for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

6.4 Consultant agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold Consultant harmless for any and all consequences of disclosures made by Consultant which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials.

6.5 Notwithstanding any other provision of the Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability, and/or defense costs for injury or loss arising from Consultant's discovery of unanticipated hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by the Consultant which are found to be contaminated.

SECTION 7: RISK ALLOCATION

7.1 Client agrees that the Consultant's liability for any damage on account of any error, omission, or other professional negligence will be limited to a sum not to exceed $50,000 or Consultant's fee, whichever is greater. If Client prefers to have higher limits on professional liability, Consultant agrees to increase the limits up to a maximum of $1,000,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of four percent of the total fee for the project or $500.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

SECTION 8: INSURANCE

8.1 The Consultant represents and warrants that it and its agents, staff and Consultants employed by it, is and are protected by worker's compensation insurance and that Consultant has such coverage under public liability and property damage insurance policies which the Consultant deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Consultant agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by Consultant, its agents, staff, and consultants employed by it. The Consultant shall not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save consultant harmless for loss, damage, or liability arising from acts by Client, Client's agent, staff, or other consultants employed by Client.

SECTION 9: DISPUTE RESOLUTION

9.1 All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this Agreement will be submitted to "alternative dispute resolution" (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law.

9.2 If a dispute at law arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then:

(a) the claim will be brought and tried in judicial jurisdiction of the court of the county where the principal place of business is located and the Client waives the right to remove the action to any other county or jurisdiction; and
(b) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim related expenses.

SECTION 10: TERMINATION

10.1 This agreement may be terminated by either party upon seven days' notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed to the termination notice plus reasonable termination expenses.

10.2 In the event of termination, or suspension of more than three months, prior to completion of all reports contemplated by this Agreement, Consultant may complete such analyses and records as necessary to complete the project files and may also complete a report on the service performed to the date of notice of termination or suspension. The expense of termination of suspension shall include all direct costs incurred by Consultant in completing such analyses, records and reports.

SECTION 11: ASSIGNS

11.1 Neither the Client nor the Consultant may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

SECTION 12: GOVERNING LAW AND SURVIVAL

12.1 The laws of the State of Florida will govern the validity of these terms, their interpretation and performance.

12.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

CHANGE ORDER #9

CAPPS LAND MANAGEMENT & MATERIALS, LLC
PRICING WORKSHEET

COJ CONTRACT NO 71977-22
COJ PO 545833-22
PROJECT Pope Place and Gold Mert Ash Disposal Sites
CAPPS JOB # 22220

DATE 05/18/23

DESCRIPTION OF ADDITIONAL WORK OR CHANGED LOCATION CR # 9 Shed Removal Compensation / Added Remediation / Excavation Contingency
Removal, Release and Compensation for Shed to be removed additional remediation on Parcel 9 Excavation Contingency >2FT

LABOR

NAME / CLASS	REGULAR RATE	REGULAR HRS	PREMIUM RATE	PREMIUM HRS	TOTAL
SHED REMOVAL					
FOREMAN	$40.00	2.0			$80.00
LABORER, SKILLED	$18.00	2.0			$36.00
LOADER, EXCAVATOR	$21.00	2.0			$42.00
					$0.00
ADDITIONAL REMEDIATION P-9					
SUPERVISOR	$49.00	40			$1,960.00
FOREMAN	$40.00	96			$3,840.00
OPERATOR, EXCAVATOR	$24.00	96			$2,304.00
OPERATOR, DOZER	$24.00	96			$2,304.00
SKILLED LABOR/OPERATOR	$22.00	96			$2,112.00
LABORER, SKILLED	$18.00	96			$1,728.00
SURVEY	$45.00	40			$1,800.00
					$0.00
					$0.00

SUBTOTAL LABOR		$16,206.00
LABOR BURDEN	40.81%	$6,613.67
LABOR MARK-UP	25.0%	$5,704.92
TOTAL LABOR		**$28,524.59**

EQUIPMENT

DESCRIPTION	ACTIVE RATE	ACTIVE HRS	IDLE RATE	IDLE HRS	TOTAL
SHED REMOVAL					
FOREMAN TRUCK	$27.37	2.0			$54.74
LOADER 544	$95.50	2.0			$191.00
					$0.00
					$0.00
ADDITIONAL REMEDIATION P-9					
SUPERVISOR TRUCK	$ 27.37	40			$ 1,094.80
FOREMAN TRUCK	$ 27.37	90			$ 2,463.30
85G EXCAVATOR	$64.91	90			$ 5,841.90
SKID STEER 270G	$ 56.55	90			$ 5,089.50
STREET SWEEPER	$ 45.73	90			$ 4,115.70
WATER TRUCK	$ 135.34	90			$ 12,180.60
SURVEY TRUCK	$ 27.37	40			$ 1,094.80
					$0.00
					$0.00

SUBTOTAL EQUIPMENT		$32,126.34
EQUIPMENT MARK-UP	15.0%	$4,818.95
TOTAL EQUIPMENT		**$36,945.29**

SUBCONTRACTOR

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
ADDITIONAL REMEDIATION P-9				
CLEAR TIMBER	1.00	LS	$ 11,500.00	$11,500.00
PBG HAULING	1.00	LS	$ 4,750.00	$4,750.00
GRASSING (SOD)	750.00	SY	$ 6.12	$4,590.00
CON FENCING	150.00	LF	$ 7.41	$1,111.50
VIBRATION MONITORING	1.00	LS	$ 3,791.00	$3,791.00
ALLIANT	25.00	HR	$ 125.00	$3,125.00
DIB EROSION	150.00	LF	$ 2.25	$487.50
NDN	1.00	LS	$ 7,560.00	$7,560.00
				$0.00
				$0.00
				$0.00

SUBTOTAL SUBCONTRACTOR		$36,915.00
MARK-UP	10.0%	$3,691.50
TOTAL SUBCONTRACT		**$40,606.50**

MATERIAL / OTHER

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
SHED REMOVAL				
COMPENSATION TO OWNER	1.00	EA	$4,000.00	$4,000.00
RELEASE DOCS	1.00	LS	$750.00	$750.00
BASE BID CONTINGENCY ITEMS >2'				
EXCAVATION (>2')	445.00	TN	$125.00	$55,625.00
BACKFILL (FOR DEPTHS >2')	318.00	CY	$25.00	$7,950.00
ADDITIONAL REMEDIATION P-9				
IMPORT FILL	650	CY	25.50	$16,575.00
				$0.00
				$0.00
				$0.00

SUBTOTAL MATERIAL		$84,900.00
SALES TAX	7.5%	$6,367.50
MARK-UP	15.0%	$13,690.13
TOTAL MATERIAL		**$104,957.63**

CONTRACTORS REP [signature] 05-18-2023 DATE
SUBCONTRACTORS REP DATE
OWNERS REP DATE

LABOR		$28,524.59
EQUIPMENT		$36,945.29
SUBCONTRACT		$40,606.50
MATERIAL		$104,957.63
BOND	1.50%	$3,165.51
TOTAL		$214,199.52

Capps Land Management & Materials, LLC.

Project File Data	
Name:	Z:\CLMM\(05) Jobs\(03) Open Jobs\22220 - Pope Place & Gold Merit\6.0 Administrative Files\6.7 Plans and Specifications\Section 9 Volumes\Pope Section 9.vce
Size:	344 KB
Modified:	4/18/2023 12:52:24 PM (UTC:-4)
Time zone:	Eastern Standard Time
Reference number:	
Description:	
Comment 1:	
Comment 2:	
Comment 3:	

Coordinate System	
Name:	Default
Zone:	Default
Datum:	WGS 1984
Global reference datum:	WGS 1984
Global reference epoch:	
Geoid:	
Vertical datum:	
Calibrated site:	

Earthwork Volume Report

Unclassified surface compared to Unclassified surface

Surfaces	
2ft Cut Surface	Classification: Unclassified
Sec 9 Cut Surface	Classification: Unclassified

Bank Volumes Based on Surface Geometry Alone	
Cut material	**395.1 yd³**
Fill material	**0.0 yd³**
Excess	**395.1 yd³**

Bank Areas Based on Surface Geometry Alone	
Cut area	**8,621.2 ft²**
Fill area	**0.0 ft²**
Zero volume area	**0.0 ft²**
Total	**8,621.2 ft²**

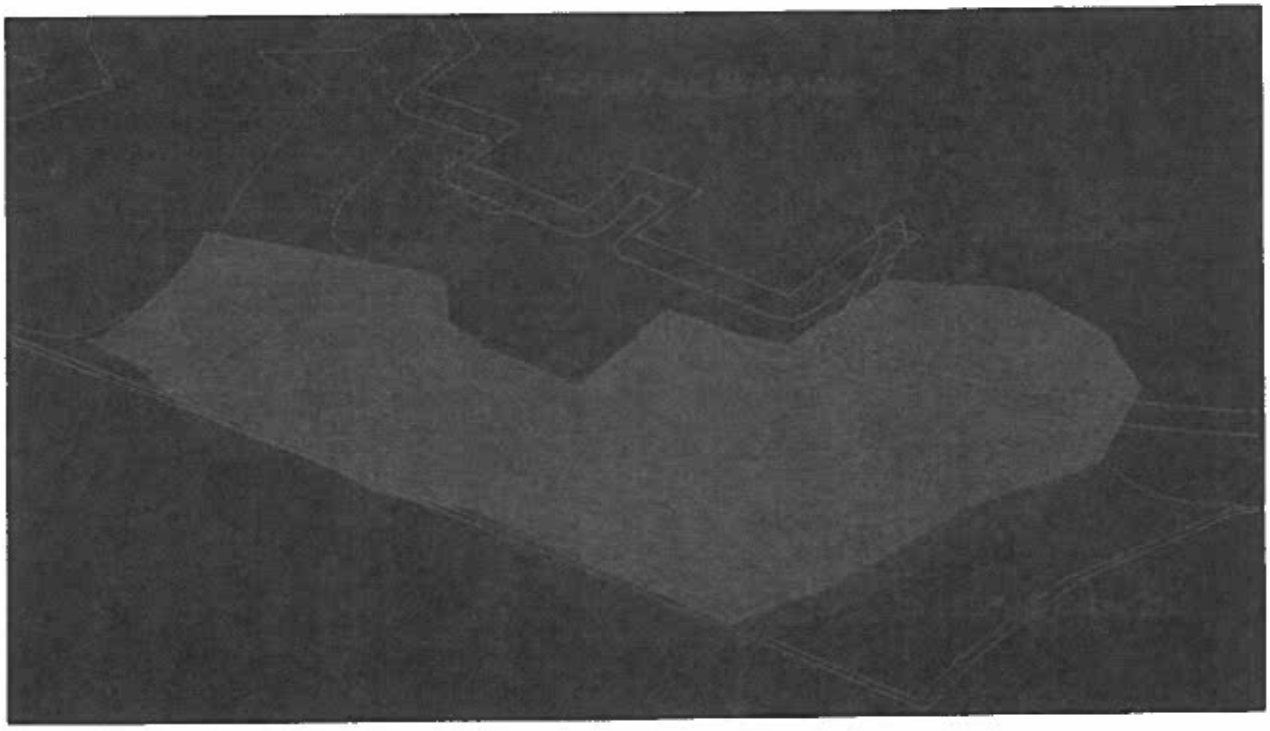
Depth summary	
Maximum depth of cut material	**2.784 ft**

Maximum depth of fill material **0.004 ft**

Note: 'Cut Material' is defined as material where [Sec 9 Cut Surface] is lower than [2ft Cut Surface]. 'Fill Material' is defined as the volume of material where [Sec 9 Cut Surface] is higher than [2ft Cut Surface].

Note: The above volumes are calculated solely from the geometries of the selected surfaces. No material properties are applied to the above numbers.

Date: 4/20/2023 9:58:54 AM	Project: Z:\CLMM\(05) Jobs\(03) Open Jobs\22220 - Pope Place & Gold Merit\6.0 Administrative Files\6.7 Plans and Specifications\Section 9 Volumes\Pope Section 9.vce	Trimble Business Center



SUBJECT: POPE PLACE AND GOLD MERIT ASH DISPOSAL SITES REMEDIAL ACTION PLAN IMPLEMENTATION

BID #: CP-0092-22 **OPEN DATE:** 6 JULY 2022

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION CONTRACT – FROM AWARD EXECUTION THROUGH COMPLETION

AGENCY: PUBLIC WORKS

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: 38 **NUMBER RECEIVED:** 2 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to the lowest responsive, responsible bidder, Capps Land Management and Material, LLC in the not-to-exceed expenditure amount of $5,280,625.00 for Total Base Bid and Bid Alternate 1. Bid Alternate 2 will not be awarded at this time due to funding. Period of service will be from contract execution through completion of the project.

Funding Source: 32107.173103.565051.000575.0000000.00000 0000000 – To be executed via formal contract through the Office of General Counsel and processed via Purchase Order.

ATTACHMENTS: Recommendation Memo; Bid Tabulation, Scope of Work, Terms and Conditions

ANALYST: JACLYN STAMOS

RESPECTFULLY SUBMITTED: GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Robin Smith, Chief, Engineering and Construction Management Division, Public Works

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 8/4/2022

OTHER:

ACTION OF AWARDING AUTHORITY DATE 8/5/2022

APPROVED ✓ DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02