City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Solid Waste Division
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ONE CITY. ONE JACKSONVILLE.

October 13, 2017

TO: **Greg Pease, Chief, Procurement Division**

THRU: **John Pappas, P.E., Director, Department of Public Works**

From: **Jeffrey S. Foster, P.G, SW Environmental Engineer Manager**
Will Williams, Chief, Solid Waste Division

SUBJECT: **CDM Smith, Inc. Amendment #13**
Trail Ridge Landfill Expansion Permitting and Design
Contract No. 6354-13, P-07-10

The Solid Waste Division is requesting approval of Amendment #13 for the Scope of Work contained in Exhibit Y to the contract in the amount of $528,634.00 as detailed in the Contract Fee Summary Exhibit Z. Amendment #13 is needed to fund the materials testing and engineering QA/QC oversight required for the construction contractor's (Glover) repair work they need to complete resulting from Hurricane Hermine damage. Amendment #13 will fund these services from contract execution until FY year end on September 30, 2018. Amendment #13 bridges the scope of work in Amendment #12 since at the time Amendment #12 was approved, the contractor (Glover) was working on the time extension change order request for the repair work and the full duration of the storm damaged repair was unknown. The contractor has determined the time frame for completion of the repair work and completion of the original construction work will be in June 2018. The contract time frame until September 30, 2018 will allow CDM Smith the time to complete all certification reports for submittal to the Florida Department of Environmental Protection (FDEP) in addition to any response to comments received from the FDEP on the certification report.

Funding is available in PWSW44K SW0005 06 069505. The current contract amount for the base contract and Amendments 1 through 12 is $8,400,657.00. Approval of Amendment #13 in the amount of $528,634.00 will bring the maximum indebtedness to the City's not to exceed amount of $8,929,291.00. Nothing contained herein shall be amended, modified or otherwise revised without prior PSEC and Mayor's approval. If there are any questions, please do not hesitate to contact me at this office (904) 381-8205. Please advise when this item will be placed on the agenda so a representative of DPW can attend.

JSF/jsf
Attachments

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EXHIBIT Y

AMENDMENT 13 TO TASK AUTHORIZATION 6354-13

FOR

TRAIL RIDGE LANDFILL CLASS I CELL EXPANSION PROJECT

ENGINEERING SERVICES DURING CONSTRUCTION

This Authorization, when executed, shall be incorporated in and become part of the Agreement for Professional Services between the City of Jacksonville (OWNER), and CDM Smith Inc. (CONSULTANT), dated February 9, 2011 hereafter referred to as the Agreement.

PROJECT BACKGROUND

CONSULTANT will assist the OWNER with the design, permitting, and construction of a new Class 1 landfill facility (Phases 6-14) at the Trail Ridge Landfill (TRLF) site. The existing landfill has been developed via 5 stages of cell construction (Phases 1-5) over 20 years and is within 2-3 years of reaching capacity. CONSULTANT has completed the following work related to the TRLF Class I Cell Expansion Project.

Initial Authorization – Developed a Master Plan for the build out of the TRLF site. The Master Plan recommended three phases, Phases 6 through 8 (now numbered 6 through 14), for full site buildout and evaluated various options for the next cell construction, Phase 6 expansion. The initial authorization also initiated field data collection for design of the TRLF Expansion Project.

Amendment 1 – Developed permit application and supporting documentation for the TRLF Expansion Environmental Resource Permit (ERP).

Amendment 2 – Continued data collection and developed permitting plans and specifications for Phase 6A through 6E TRLF Expansion Florida Department of Environmental Protection (FDEP) Solid Waste Permit. Amendment 2 included conceptual stormwater modeling, development of methane gas management plan, geotechnical stability analysis, and ongoing hydro-geological modeling.

Amendment 3 – Authorized investigation of expansion of the on-site borrow pit for use in future landfill activities. This amendment was a partial authorization of the Amendment 3 activities at TRLF. The remaining activities were authorized under Amendment 4.

Amendment 4 – Authorized funding for the remaining work described and approved in Amendment 3, including continued design and permitting activities for Phases 6 through 14 with development of solid waste construction permit application and Phase 6 construction documents. This amendment also included bidding services.

Amendment 5 – this amendment is a continuation of the work begun under the previous four amendments to obtain the ERP and FDEP Solid Waste Construction Permits needed to construct Phases 6-14 of the Trail Ridge Landfill Expansion. This amendment included activities to apply for a major modification of the site's existing Prevention of Significant Deterioration (PSD) permit, renew the site's

solid waste operating permit, and design a new access road for operational traffic. CONSULTANT submitted and received the FDEP solid waste construction permit, operations permit, and 2014 financial assurances for the planned expansion area under this amendment.

Amendment 6 – this amendment authorized Engineering Services During Construction to support the TRLF Phase 6 Expansion Project. The amendment included conforming contract documents, holding a pre-construction meeting, conducting shop drawing review, issuing designer clarifications, addressing requests for additional information and providing resident project representation (RPR) for the project. These services were authorized through December 2015.

Amendment 7 – this amendment authorized design and permitting of a limerock construction access road from County Road 228 to Gilridge road. This road will provide access to the landfill and borrow areas for construction vehicles. This amendment also included intersection improvements to the perimeter road encircling Phases 1-5 of the existing landfill to facilitate re-routing of operations traffic to the new western access road. Re-routing of operations traffic is a key component of the construction sequence for the new Phase 6 cell.

Amendment 8 – this amendment authorized engineering services during construction for January 2016 through December 2016. Additionally, this scope includes activities to perform financial assurances reporting to the Florida Department of Environmental Protection (FDEP) associated with the site Solid Waste Permit, and perform various monitoring and maintenance tasks associated with onsite mitigation areas to maintain compliance with the site Environmental Resource Permit (ERP).

Amendment 9 - this amendment authorized engineering services during construction for January 2017 through July 2017. Additionally, this scope includes activities to perform various monitoring and maintenance tasks associated with onsite mitigation areas to maintain compliance with the site Environmental Resource Permit (ERP).

Amendment 10 – this amendment authorizes a seepage analysis study of the borrow pit south of Landfill Phases 1-5 to improve dewatering activities and address erosion concerns.

Amendment 11 – this amendment authorized a leachate feasibility study to determine the feasibility of various alternative leachate treatment and disposal options.

Amendment 12 – this amendment extended geotechnical conformance testing from August 2017 through October 2017.

SCOPE OF WORK

This scope of work for Amendment No. 13 is a continuation of the work begun under the previous amendments to design and construct the Phase 6 Trail Ridge Landfill Expansion. This Amendment No. 13 includes necessary engineering services during construction that were not covered by Amendment 12, but were provided in August 2017 to maintain project schedule. This amendment authorizes remaining engineering services during construction through June 2018 due to an extension of the construction schedule by the Contractor. The following is a description of the services to be provided under this Amendment No. 13 to the Task Authorization. The non-sequential order of some tasks and subtasks

listed below is a result of tasks either being authorized under previous amendments or the work is to be authorized as part of future amendments.

TASK 1 - KICKOFF MEETING

There is no change to Task 1. All work has been completed for this task.

TASK 2 - DATA COLLECTION AND REVIEW

There is no change to Task 2. All work has been completed for this task.

TASK 3 - TRLF EXPANSION LANDFILL CELL ALTERNATIVES DEVELOPMENT

There is no change to Task 3. All work has been completed for this task.

TASK 4 - ANALYSIS OF PHASE 6 CELL ALTERNATIVE LOCATIONS

There is no change to Task 4. All work has been completed for this task.

TASK 5 - INITIATE FIELD SITE INVESTIGATION

There is no change to Task 5. All work has been completed for this task.

TASK 6 - STORMWATER MODELING

There is no change to Task 6. All work has been completed for this task.

TASK 7 - PROJECT MANAGEMENT

Task 7 is amended as follows:

CONSULTANT will perform project management duties for the additional tasks and time period described in Amendment No. 11. CONSULTANT will set up a project status report format, meetings schedule, schedule updates and other activities required as part of the management of this project.

TASK 8 - WETLAND LONG TERM HYDRATION EVALUATION

There is no change to Task 8. All work has been completed for this task.

TASK 9 - FLOOD ELEVATION DETERMINATION

There is no change to Task 9.

TASK 10 - ENVIRONMENTAL RESOURCE PERMITTING

Subtask 10.9 - Forestry Management Plan

In previous amendments, a forestry management plan was developed for the Trail Ridge Landfill site. The following tasks are added to implement the site's forestry management plan.

Due to heavy rains, the previously awarded contract to thin approximately 170 acres of "pay-as-cut" timber sale expired before the full area was timbered. The forestry subcontractor shall provide oversight and coordination of the remaining "pay-as-cut" timber sale to occur on the stands identified in the approved FDEP Trial Ridge Landfill Expansion mitigation plan, FDEP Permit No.:16-307659-002-EI. Per the conditions of the permit, stands identified in the mitigation plan will be required to be thinned

down to a maximum of fifty (50) stems per acre. This task assumes fourteen (14) weeks of timbering harvesting.

Due to the location of this timber sale, heavy oversight will be required. Timber harvesting will be in accordance with Silvicultural Best Management Practices (BMPs), applicable legal requirements, and the objectives of the seller and mitigation plan. This shall include coordinating sale advertising, contract development, timber marking and delineation of sale boundaries (as necessary), monitoring of harvesting activities, and coordination of sale documentation as requested by the OWNER.

Subtask 10.10 - Forestry Additional Services

Forestry subcontractor shall provide additional services to negotiate timber contractor's access to the site through adjoining property. This task shall include coordination with adjacent property owner, timber contractor, and City.

TASK 11 - DESIGN AND PERMITTING

There is no change to Task 11.

TASK 12 - SOLID WASTE LANDFILL CONSTRUCTION PERMITTING

There is no change to Task 12. All work has been completed for this task.

TASK 13 - QUALITY ASSURANCE AND QUALITY CONTROL

There is no change to Task 13. All work has been completed for this task.

TASK 14 - ECONOMIC EVALUATION

There is no change to Task 14. All work has been completed for this task.

TASK 15 - PUBLIC INFORMATION PROGRAM ASSISTANCE

There is no change to Task 15. All work has been completed for this task.

TASK 16 - BIDDING SERVICES

There is no change to Task 16. All work has been completed for this task.

TASK 17 - GENERAL ENGINEERING SERVICES DURING CONSTRUCTION

Task 17 is amended to include the following tasks under Amendment 11

Subtask 17.1 - Pre-Construction Conference

This task is complete.

Subtask 17.2 - Monthly Progress Meetings

Monthly progress meetings will be held throughout the construction project. CONSULTANT shall schedule meetings, make physical arrangements for meetings, prepare and distribute the agenda, preside over the meeting, and prepare and distribute notes of the meetings. It is anticipated that up to seven monthly meetings will be held August 2017 through June 2018. CONSULTANT shall provide appropriate team members to attend the meeting. Discipline engineers will only be present at monthly meetings when needed as construction progresses.

Deliverable: Monthly Progress Meeting Agenda (11 –August 2017 through June 2018)

Subtask 17.3 - Review Shop Drawings, Samples, and Other Submittals

CONSULTANT will review and approve (or take appropriate action in respect of) sequence of work, stockpile plan, shop drawings, samples, operation and maintenance (O&M) manuals, schedule of values, payment application format and other data (in accordance with Specifications) which CONTRACTOR is required to submit, but only for conformance with the information given in the contract documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, or procedures of construction or to safety precautions and programs incident thereto. CONSULTANT will review up to ten original submittals and one resubmittal for each original submittal by the CONTRACTOR. Additional subsequent review by CONSULTANT of resubmittals is eligible for additional compensation. Review of Independent Testing Lab Results is covered separately in Subtask 17.4. For budgeting purposes, up to 5 shop drawings received during the period of August 2017 through June 2018 are authorized at this time.

Subtask 17.4 - Review of Independent Testing Lab Results

CONSULTANT will contract with a geotechnical and materials testing laboratory to conduct independent testing of CONTRACTOR's work. CONTRACTOR shall contact the testing laboratory to conduct the testing as needed throughout construction progress. CONSULTANT shall witness field testing through the use of the Resident Project Representative (RPR). CONSULTANT reserves the right to request additional compensation, should the CONTRACTOR complete the testing outside of the standard 40-hour work week for the RPR.

CONSULTANT is responsible for all testing costs, including analysis and shipping (if needed). CONSULTANT to review test results for conformance with Contract Documents.

The tests outlined in **Table 1** are anticipated for the TRLF project. For budgeting purposes testing labor and analysis will be carried on a not-to-exceed basis.

CONSULTANT will review field test reports for conformance with project contract documents. Should CONTRACTOR fail to pass the independent test and retesting is required, the CONSULTANT is eligible for additional compensation to review retest results. For budgeting purposes, only field staff for testing associated with work from November 2017 through June 2018 is authorized at this time (the period from August 2017 through October 2017 was authorized in Amendment 12).

Subtask 17.5 - Evaluation of Substitutes

CONSULTANT shall evaluate and determine the acceptability of substitutes and "or-equal" materials and equipment proposed by CONTRACTOR. Revisions to Drawings and Specifications as a result of acceptance of substitute materials or equipment (other than "or-equal" items) or evaluation of an excessive number of substitutes will only be performed pursuant to an amendment to this Agreement for additional compensation. The CONSULTANT shall notify the OWNER of the CONTRACTOR's intent for any material substitutions prior to CONSULTANTS review.

Subtask 17.6 - Site Visits and Observation of Construction Progress

CONSULTANT will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed work of the Contractor and to determine in general if such work is proceeding in accordance with the Contract Documents. During such visits and on the basis of on-site observations, CONSULTANT shall keep OWNER informed of the progress of the work and shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents. Additionally, during such visits and on the basis of such observations, CONSULTANT shall disapprove or reject Contractor's work while it is in progress if CONSULTANT believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. CONSULTANT shall document the site visits with an e-mail to the CONSULTANT's and OWNER's Project Managers summarizing the observations, discussions and/or decisions.

In addition to the above-detailed site visits, CONSULTANT shall provide the services of an RPR at the site to assist CONSULTANT and to provide more continuous observations of such work. These services are detailed in Task 18.0. For budgeting purposes, only site visits planned August 2017 through June 2018 are authorized at this time.

Subtask 17.7 - Clarifications, Interpretations, and Field Orders

CONSULTANT shall issue necessary clarifications and interpretations on technical matters of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. CONSULTANT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents. CONSULTANT will provide up to ten clarifications. For budgeting purposes, only clarifications from August 2017 through June 2018 are authorized at this time. A separate amendment will be submitted for clarifications for subsequent sequences.

Subtask 17.8 - Change Orders

CONSULTANT will provide services in connection with preparing change orders to reflect changes to the construction project. This includes the review of change order proposals, development and issuance of Work Change Directives, and development and issuance of Change Orders for execution by OWNER. In addition, CONSULTANT shall maintain lists of all potential change order items for the project. For budgeting purposes, it is assumed that up to one change order will be developed incorporating up to ten total work change directives. For budgeting purposes, only one change order is anticipated for the end of the project, incorporating up to ten work change directives.

Subtask 17.9 - Review of Applications for Payment

Based on CONSULTANT's on-site observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying data and schedules, CONSULTANT will prepare and submit to OWNER a recommendation for payment in the form of a letter. Approval of invoices will be by OWNER. For budgeting purposes, it is assumed that 11 total Applications for Payment will be processed during the period of August 2017 through June 2018.

Subtask 17.10 - Substantial Completion

No change to subtask 17.10.

Subtask 17.11 - Final Inspection

No change to subtask 17.11

Subtask 17.12 - Review of Contractor's Completion Documents

No change to subtask 17.12.

Subtask 17.13 - Preparation of Record Drawings

No change to subtask 17.13.

Subtask 17.14 - Preparation and Submittal of Final Certification Report

No change to subtask 17.14.

Subtask 17.15 - Permit Close-out (All other permits)

No change to subtask 17.15.

Subtask 17.16 - Submittal of Complete Project Documents to Owner

No change to subtask 17.16.

Subtask 17.17 - General Administration of Construction Contract

CONSULTANT shall consult with and advise OWNER and act as OWNER's representative as provided in the Standard General Conditions. The extent and limitations of the duties, responsibilities and authority of CONSULTANT as assigned in said Standard General Conditions shall not be modified. All of OWNER's instructions to Contractor will be issued through CONSULTANT who shall have authority to act on behalf of OWNER in dealings with CONTRACTOR to the extent provided in this Agreement and said Standard General Conditions. Under this task, CONSULTANT may issue communications to the CONTRACTOR addressing clarifications and/or interpretations pertaining to administrative matters covered in the Standard General Conditions, addressing correction or acceptance of defective work, monitoring compliance with contract requirements for notification and coordination with OWNER's operations and other contractors, etc. For budgeting purposes, only activities from August 2017 through June 2018 are authorized at this time. A separate amendment will be submitted for general administration activities in subsequent years.

TASK 18 - SPECIAL SERVICES

No change to this task

TASK 19 - RESIDENT PROJECT REPRESENTATIVE SERVICES DURING CONSTRUCTION

Task 19 is amended to include the following tasks under Amendment No. 13:

CONSULTANT will provide full-time RPR services during the active project construction period to observe the performance of the Contractor's work.

The level of work estimated for the period of August 2017 through June 2018 is 2,200 labor-hours of RPR time (11 months * 4 weeks/month * 50 hours/week). CONSULTANT reserves the right to request additional compensation, should construction extend beyond the hours budgeted in this proposal.

CONSULTANT's RPR will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding his/her actions. The RPR's dealings in matters regarding the on-site work shall in general be only with CONSULTANT and the CONTRACTOR, and dealings with subcontractors shall only be through or with the full knowledge of the CONTRACTOR. Written communication with OWNER will be only through or as directed by CONSULTANT.

CONSULTANT's RPR will prepare daily reports, describing the general working conditions, areas of construction activity, types of construction activities, tests performed and special and unusual events. Daily reports will be provided to OWNER. The RPR will be responsible for implementation of the CQA Manual and coordination of the Quality Assurance Laboratory. The RPR will also be responsible for providing input and documentation to the EOR for preparing a final sealed certification report that will be submitted to the appropriate permitting agency. The RPR shall record all field activities on the appropriate forms.

TASK 20 - NEW CELL GEOSYNTHETIC INSTALLATION QA/QC CONSTRUCTION SERVICES

No change to this task.

TASK 21 - BORROW PIT EVALUATION AND EXPANSION

No change to this task.

TASK 22 - MEETINGS, PROJECT MANAGEMENT AND QUALITY CONTROL

Activities performed under this task consist of those general functions required to maintain the project on schedule, within budget, and that the quality of the work products defined within this scope is consistent with CONSULTANT's standards and OWNER's expectations. Specific activities included are identified below:

Subtask 22.1- Project Kick-Off and Progress Meetings

CONSULTANT will prepare for and conduct the project meetings as previously outlined in the tasks above.

Subtask 22.2- Project Quality Control (QC) Technical Review

CONSULTANT's project manager will review and document quality assurance activities for an anticipated project life of seven months to accompany monthly invoices.

Subtask 22.3- Project Status Reports

CONSULTANT's project manager will prepare and submit monthly written status reports for an anticipated project life of seven months to accompany monthly invoices.

ASSUMPTIONS

The following assumptions are included in this Amendment No. No. 13:

1. OWNER shall be responsible for all permit or review fees associated with project.
2. OWNER shall bear all costs incident to compliance with the requirements of the OWNER's Responsibilities.
3. All work described in this amendment is for August 2017 through June 2018. Engineering Services During Construction for subsequent sequences will be included in future amendments.
4. It is assumed that up to one change order will be developed incorporating up to 10 total work change directives.
5. For budgeting purposes, it is assumed that 5 submittals will be processed.
6. For budgeting purposes, it is assumed that 5 clarifications will be issued.
7. For budgeting purposes, it is assumed that 11 Applications for Payment will be processed.

DELIVERABLES

The following deliverables will be provided:

Task	Description of Deliverable	Quantity/Format
Clarifications and Interpretations; Field Orders	Up to 5 clarifications	- Electronic format
Change Orders	Up to one change order and up to 10 total work change directives	- Electronic format
Review of Applications for Payment	Cover letter and 11 Applications for Payment	- One Hard Copy and two electronic copies
Resident Project Representative (RPR) Services	Daily reports describing construction activities to be submitted to the OWNER on a weekly basis	- Electronic format
Project and Quality Management	Monthly status reports	- Electronic format

TIME OF COMPLETION/SCHEDULE

CONSULTANT will begin work within five calendar days of receiving Notice to Proceed (NTP) from the OWNER. Engineering Services During Construction will be provided based on the CONTRACTOR's approved construction schedule. All authorized work will take place by June 30, 2018.

COMPENSATION AND PAYMENT

CONSULTANT will complete the services in the Tasks listed above in this Amendment No. 13, excluding quality assurance and conformance testing, for a lump sum fee of $388,634 as shown in Exhibit Z. CONSULTANT will invoice monthly as a percentage of the lump sum based on the percentage of work completed during the billing period. Lump sum compensation shall be for all labor, sub-consultants, and other direct costs associated with the performance of the work. CONSULTANT will complete quality

assurance and conformance testing for a not to exceed cost of $140,000 as shown in Exhibit Z. CONSULTANT will invoice monthly based on actual testing completed. The new total amended value for this Task Authorization is $8,929,291.

EXHIBIT Z

CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION

CITY OF JACKSONVILLE, FLORIDA

CLASS I LANDFILL PERMITTING AND DESIGN - AMENDMENT 13

9/4/2017

PART I - GENERAL				
1. Project			**Proposal Number**	
CLASS I LANDFILL PERMITTING AND DESIGN AMENDMENT #13 Engineering Services During Construction			RFP #P-07-10	
3. Name of Consultant			**Date of Proposal**	
CDM Smith Inc.			9/4/2017	
PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly	Estimated		
	Rate	Hours		TOTAL
Officer/Technical Expert	74.32	144	$ 10,702.08	
Principal / Associate / Project Manager	63.06	307	$ 19,327.89	
Senior Profesional	50.11	264	$ 13,229.04	
Project Engineer II / GIS Speicalist III	41.10	111	$ 4,562.10	
Project Engineer I / GIS Specialist II	34.34	10	$ 343.40	
Sr. GIS Specialist/Designer	40.54	-	$ -	
GIS Specialist I /Drafter/Technician	29.28	20	$ 585.60	
Clerical	20.83	249	$ 5,186.67	
Field Staff Support Services	28.15	2,200	$ 61,930.00	
TOTAL DIRECT LABOR	35.06	3,305		$ 115,867
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	150.0%	x Total Direct Labor		$ 173,800
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 289,667
8. PROFIT: Labor Related Costs (Item 7)		x	10%	$ 28,967
PART III - OTHER COSTS				
9. Miscellaneous Direct Costs				
Transportation, Per Diem and Equipment				
Presentation Boards				
Reproduction				
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				$ 5,000
10. SUBCONTRACTS (Lump Sum)				
ESI Timber Sale Management				$ 65,000
SUB-CONTRACT SUB-TOTAL				$ -
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)				$ 388,634
11. REIMBURSABLE COSTS (Limiting Amount)				
Quality Assurance Testing (Ph6 Expansion)			$ 140,000	
SUB-TOTAL REIMBURSABLES				$ 140,000
PART IV - SUMMARY				
TOTAL AMOUNT OF AM 13 CONTRACT (Lump Sum Plus Reimbursables)				**$ 528,634**
12. PRIOR CONTRACT AMOUNT (Through Amendment 12)				$ 8,400,657
AMENDED AMOUNT OF CONTRACT				$ 8,929,291