City of Jacksonville, Florida

Lenny Curry, Mayor

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

TO: Greg Pease, Chief, Procurement Division

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

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

DATE: June 23, 2020

SUBJECT: Scope and Fee Award Recommendation for P-32-19
CEI Services for Lonnie Miller Park, Ash Remediation, Infrastructure Installation and Park Amenities

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The Solid Waste Division has negotiated with the consultant selected for the CEI Services for the resulting in the Scope of Services, Exhibit A and Contract Fee Schedule, Exhibit B, attached. JSEB participation is shown on a separate attachment.

Accordingly, this memorandum is to recommend that the City of Jacksonville enter into a contract with England, Thims and Miller, Inc. for the CEI Services for the Ash Remediation, Infrastructure Installation and Park Amenities for the Lonnie Miller Park site, that includes the attached Scope of Services, identified as Exhibit "A" and Fee Schedule identified as Exhibit "B". The maximum indebtedness of the City pursuant to this agreement is $2,019,134.99. Sufficient funding is available in 000564.PWCP.565051.8.32111-384020. The period of service will be to project completion and all other terms and conditions of the Contract shall be as provided in the Request for Proposal and the Department of Public work Prototype Agreement for professional services, as applicable.

Please indicate when this item will be placed on the Agenda so that a representative of the Solid Waste Division can attend.

Attachments: Exhibit A – Scope of Services
Exhibit B – Fee Schedule

Cc: Ann Brackin, DPW
Nickii Brookins, SWD

JSF/jf

EXHIBIT "A"
SCOPE OF SERVICES
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
Lonnie Miller Park Site

1.0 BACKGROUND

England, Thims & Miller, Inc. (ETM) has been selected by the City of Jacksonville (the City) to provide Construction Engineering and Inspection Services for Lonnie Miller Park Ash Remediation, Infrastructure and Amenities. The remediation efforts are associated with the EPA-jurisdictional ash remediation within the City per the EPA Record of Decision (RODs) and Consent Decree. The Infrastructure and Amenities elements of the project are for the redevelopment of Lonnie Miller Park (the Site) to include additional recreational facilities.

The scope of this contract is to provide the following services:

- Construction Engineering and Inspection for Ash Remediation and Infrastructure
- Construction Engineering and Inspection for Park Amenities
- Confirmation Sampling and Analytical Soil Testing
- Preparation of a Completion Report for the Ash Remediation
- Preparation of Certification Packages for FDEP, COJ and JEA
- City Borrow Pit Sampling to Certify Clean Fill

ETM will be assisted by its Team subconsultants; Aerostar SES LLC (Aerostar), CSI-Geo (CSI, a JSEB), Alpha Envirotech Consulting, Inc. (AEC, a JSEB), and eurofins TestAmerica (TestAmerica) in the day-to-day construction inspection, confirmation sampling, density testing, analytical soil testing, and soil manifesting activities for the project.

2.0 CONSTRUCTION ENGINEERING AND INSPECTION (Remediation and Infrastructure) (Task 1)

ETM will provide Construction Engineering and Inspection Services for the ash remediation and infrastructure construction for the Lonnie Miller Park redevelopment. These services shall include Pre-Construction Administration services with the City and contractor in preparation for the remediation/construction as well as Construction Administration and Inspection services during the remediation/construction to inspect and document the ash remediation and installation of the infrastructure. The Construction Administration and Inspection Services are detailed below and include confirmation sampling during ash remediation as well as laboratory analysis and data validation for the confirmatory sampling.

Florida Statute requires the Engineer of Record to inspect and certify to the construction of the water distribution system, sewage collection system, sewage pump station/forcemain, and stormwater treatment system. These inspections, together with the final inspection for the

water and sewer systems and other services such as shop drawing review and pay request certifications, will be performed as part of this task. ETM shall not be responsible for project safety such as required by OSHA or other regulatory requirements.

ETM will be assisted by Team subcontractors, Aerostar, CSI, AEC and TestAmerica for confirmation sampling activities, density testing, manifest documentation, and laboratory analyses.

This work will be provided on a Lump Sum basis assuming a 14-month schedule. If this schedule is exceeded, additional funds may be required.

2.1 GENERAL CONSTRUCTION ADMINISTRATION SERVICES

ETM will provide General Construction Administration Services for the project. This will include scheduling and attending meetings throughout the duration of the Site construction work. The project meetings shall include, but are not limited to, pre-construction meetings, weekly progress meetings, problem or work deficiency meetings and quality control meetings. In addition, field Construction Inspectors shall attend the daily meetings conducted by the remediation contractor.

2.2 PRE-CONSTRUCTION ADMINISTRATION SERVICES

2.2.1 Pre-Construction Submittal Reviews

Prior to initiating construction, the remediation contractor must prepare and submit the following Pre-Construction document for City approval:

A. Project Management Plan (PMP)
B. Construction Quality Assurance Project Plan (CQAPP)
C. Health and Safety Plan (HASP)
D. Dust Monitoring and Control Plan
E. Maintenance of Traffic Plan
F. Remediation Shop Drawings/Material Certifications

ETM shall review these documents on the City's behalf and work with the remediation contractor and City to obtain approvals of each document.

2.2.2 Operational Readiness Review

Prior to initiating construction and periodically thereafter, the remediation contractor must complete an operational readiness review. The purpose of an operational readiness review is to examine a checklist of construction activities to ensure that the materials and manpower required are in place to ensure a quick and efficient completion of the remediation. The checklist will include staging area readiness, truck availability, clean fill availability, and manpower availability. The construction will not be allowed begin until everything on the checklist is readily available. ETM will review the report with the objective of completing construction as rapidly as possible to minimize disruption to the community and delays.

2.3 CONSTRUCTION ADMINISTRATION SERVICES

2.3.1 Construction Inspection

ETM will provide Construction Inspection services at the Site. ETM will provide a field Construction Inspector and Team subconsultant, CSI (JSEB) will provide a second field Construction Inspector to assist with the construction inspection and provide the field density testing for the project.

During the execution of the work, Construction Inspectors are responsible for maintaining a field activity summary which describes the work performed, the progress of the work and quantities of contaminated materials removed. This documentation shall include photo documentation of the work.

ETM will work closely with the contractor to ensure that the remediation is conducted, and the infrastructure is installed in accordance with the plans and specifications and will review the contractor's progress as-builts.

ETM will observe the soil tracking and manifesting operation in the field and ETM Team subcontractor, AEC (JSEB) will review/QA the contractor's soil tracking and manifesting records to document the contaminated soils from excavation to disposal and certified clean fill from the City borrow pit to the Site.

The Construction Engineering and Inspection Services for the ash remediation and infrastructure shall include the following:

- Provide Program technical and report data management and status updates to the City and USEPA Region 4.
- Provide remediation oversight services (OSHA 40-Hour HAZWOPER crews) including all excavation, stockpiling, testing, waste manifesting, transport and certified clean backfill transport and placement during all remedial action construction activities.
- Prior to the start of work, attend a Pre-construction Survey with the remediation contractor, including providing a photographic documentation of pre-construction site conditions.
- Provide daily construction observation services including spot checks for adherence to the remedial action plan and the remedial action work plan including verification of excavation depths, certified backfill thickness, and material quantities hauled to Trail Ridge Landfill and backfill loads received from the City's borrow pit.
- Collect soil samples from base and sidewalls for field screening by an XRF analyzer for lead levels. Sample locations shall be documented in the as-built drawings.
- Collect confirmation soil samples for laboratory analysis of the Contaminants of Concern from excavation base and sidewalls when indicated/required per the approved Confirmation SAP/QAPP.
- Collect soil samples of contaminated soils for laboratory analysis for TCLP metals prior to shipment to Trail Ridge Landfill.

- Attend construction progress meetings detailing recent and current significant actions, status of the work, updated payment status and current construction schedule including problem or work deficiency meetings as needed and quality control meetings.
- Provide EPA mandated quarterly reporting of all remedial action construction and oversight activities.
- Ensure that all necessary private property agreements, utility agreements, construction easements and construction/environmental permits are on file.
- Issue Notices to Proceed to contractors
- Enforce and perform terms of the construction contracts between the City and its contractors
- Review shop drawings submitted by contractors for conformance to the specifications, and distribute to parties as necessary
- Review thoroughly and answer contractors' inquiries and RFI's in a timely manner
- Provide qualified construction inspectors to inspect the work to ensure that construction is proceeding in accordance with the specifications, and that work is constructed in conformance with the contract plans and specifications.
- Direct the contractor, after consultation with the City, on removal and replacement of defective work which does not meet specifications, or is otherwise incorrectly constructed
- Review and analyze contract change order requests and proposals to determine validity and potential cost/time impacts thereof, and recommend appropriate action to the City
- Review claims and disputes and recommend necessary actions
- Review and recommend for approval contract change orders and forward necessary documentation and paperwork to the City as to the necessity for such changes, including substantiation of the extra costs thereof
- Arrange for construction materials testing by third party testing laboratories and review test reports to ensure that materials installed meet the requirements of the contract documents
- Review construction inspection reports relating to the contractors' performance and communicate with each, if necessary, regarding non-conformance to plan specifications, workmanship, etc.
- Review contractors' requests for monthly progress payments and, if appropriate, certify pay application is accurate and transmit to City with recommendation that the invoice be paid
- Review contractors' pay requests for compliance with minority business enterprise participation requirements
- Review contractors' proposals for additional work or change orders for compliance with minority business enterprise participation requirements
- Adjust requests for monthly progress payments, as necessary, to align amount of pay requested with actual progress of construction satisfactorily performed
- In the event of the need to revise the contract drawings during the construction period, coordinate with the City and the Design Consultant to obtain the revised originals from

the design consultant, review the changes and corrections on behalf of the City, and coordinate the issuance of new prints for the revised drawings to the parties concerned

- Prepare and maintain monthly progress schedules and reports applicable to all phases of the construction operations, and such special reports as may be required to keep the City fully advised with respect to the progress of construction of the projects
- Monitor contractors' preparation of in-progress as-built drawings during the course of construction to ensure that final as-built drawings will be easily produced
- Collect final as-built drawings electronically and for each project, review for conformance with the contract documents and specifications, and recommend approval/disapproval to the City
- If final as-builts are recommended for disapproval, monitor contractor's preparation of revised final as-built drawings.
- Prepare a final engineering report on the construction status of each project, including lessons learned.
- Recommend in writing, that the City make final payment on a project when appropriate
- Collect documents and deliverables, including release of liens and consent of surety, when required, from the contractors prior to recommending that final payments be made
- Continue acting as the City's representative throughout the post-construction phase of the projects, which generally cover the contractors' one-year warranty periods
- Deliver final documents, including originals of construction drawings and specifications, approved mylar as-built drawings, a DVD with as-built drawings in AutoCAD or .pdf format, two sets of blue line prints and the projects' files to the City
- Prepare and deliver final project financial accounting reports to the City
- Evaluate and rate the contractor's performance
- Direct the contractor to replace or correct defective work which becomes known during the warranty period
- Provide monthly status reports to the City concerning warranty activities and corrective work by contractors.
- Enforce all warranty provisions of the contract documents
- Schedule and conduct an eleven (11) month warranty inspection of projects including the contractors, design consultants and City personnel as appropriate
- Develop eleven-month warranty punchlist and forward to the contractor for corrective action
- Monitor contractor's performance on addressing the punchlist
- Advise the City, in writing, when contractors have satisfactorily completed their obligations under the warranty periods of the contracts
- Provide any other construction engineering and inspection services as may be necessary to implement a successful the project

2.3.2 Confirmation Sampling and Laboratory Analyses

ETM Team subcontractor, Aerostar will provide independent soil sampling, including confirmation sampling and TCLP sampling of excavated soil from the Site. All laboratory analyses associated with the sampling efforts will be conducted by TestAmerica. This work will include independent data validation by Aerostar of TestAmerica's laboratory results. These critical sampling activities will remain independent of the remediation contractor to ensure the integrity of the sampling efforts and avoid the appearance of conflict of interest by the remediation contractor. This work shall include supplying/storing the XRF analyzer(s) as required for confirmation sampling.

2.3.3 Density Testing

ETM Team subcontractor, CSI (JSEB) will provide independent density testing of compacted soil backfill from the stormwater management facilities as well as the certified clean fill at the Site. This work includes sampling and testing of the backfill material (modified proctor test) as well as the density testing to ensure that the backfill is placed in accordance with the project specifications. This critical testing activity will remain independent of the remediation contractor to ensure the integrity of the sampling efforts and avoid the appearance of conflict of interest by the remediation contractor. This work shall include supplying the density gauge as required for density testing.

2.4 POST-CONSTRUCTION ADMINISTRATION SERVICES

2.4.1 Post-Construction Survey

After the Site is remediated, the remediation contractor must perform a Post-Construction Survey with ETM and the City. The remediation contractor must obtain the City's signature that the work has been completed in accordance with the project plans and specifications. ETM will attend the Post-Construction Survey and inspect any punch list work identified.

3.0 CONSTRUCTION ENGINEERING AND INSPECTION (Recreation Infrastructure) (Task 2)

ETM will provide Construction Engineering and Inspection Services for the recreation infrastructure construction for the Lonnie Miller Park redevelopment. These services shall include Construction Administration services during the construction to inspect and document the installation of the recreation infrastructure including the roadway, parking lots, and basketball complex as well as the tennis complex and/or the track/field facilities if those additional facilities are included in the project. The Construction Administration Services are detailed below.

ETM shall provide inspections, together with the final inspection and other services such as shop drawing review and pay request certifications as part of this task. ETM shall not be responsible for project safety such as required by OSHA or other regulatory requirements.

ETM will be assisted by Team subcontractor, CSI with density and material testing, as required.

This work will be provided on a Lump Sum basis assuming a 5-month schedule. If this schedule is exceeded, additional funds may be required.

3.1 GENERAL CONSTRUCTION ADMINISTRATION SERVICES

ETM will provide Construction Administration Services. This will include attending meetings throughout the duration of the Site construction work. The project meetings shall include, but are not limited to, pre-construction meetings, weekly progress meetings, problem or work deficiency meetings and quality control meetings. In addition, field Construction Inspectors shall attend the daily meetings conducted by the contractor.

3.2 CONSTRUCTION ADMINISTRATION SERVICES

3.2.1 Construction Inspection

ETM will provide Construction Inspection services at the Site. ETM will provide a field Construction Inspector to conduct construction inspection and Team subconsultant, CSI (JSEB) will provide the field density testing for the project.

During the execution of the work, Construction Inspectors are responsible for maintaining a field activity summary which describes the work performed and the progress of the work. This documentation shall include photo documentation of the work.

ETM will work closely with the contractor to ensure that the construction is conducted, and the infrastructure is installed in accordance with the plans and specifications and will review the contractor's progress as-builts.

The Construction Engineering and Inspections Services for the recreational amenities shall include the following:

- Enforce and perform terms of the construction contracts between the City and its contractors
- Review shop drawings submitted by contractors for conformance to the specifications, and distribute to parties as necessary
- Review thoroughly and answer contractors' inquiries and RFI's in a timely manner
- Provide qualified construction inspectors to inspect the work to ensure that construction is proceeding in accordance with the specifications, and that work is constructed in conformance with the contract plans and specifications.
- Direct the contractor, after consultation with the City, on removal and replacement of defective work which does not meet specifications, or is otherwise incorrectly constructed
- Review and analyze contract change order requests and proposals to determine validity and potential cost/time impacts thereof, and recommend appropriate action to the City
- Review claims and disputes and recommend necessary actions

- Review and recommend for approval contract change orders and forward necessary documentation and paperwork to the City as to the necessity for such changes, including substantiation of the extra costs thereof
- Arrange for construction materials testing by third party testing laboratories and review test reports to ensure that materials installed meet the requirements of the contract documents
- Review construction inspection reports relating to the contractors' performance and communicate with each, if necessary, regarding non-conformance to plan specifications, workmanship, etc.
- Review contractors' requests for monthly progress payments and, if appropriate, certify pay application is accurate and transmit to City with recommendation that the invoice be paid
- Review contractors' pay requests for compliance with minority business enterprise participation requirements
- Review contractors' proposals for additional work or change orders for compliance with minority business enterprise participation requirements
- Adjust requests for monthly progress payments, as necessary, to align amount of pay requested with actual progress of construction satisfactorily performed
- In the event of the need to revise the contract drawings during the construction period, coordinate with the City and the Design Consultant to obtain the revised originals from the design consultant, review the changes and corrections on behalf of the City, and coordinate the issuance of new prints for the revised drawings to the parties concerned
- Prepare and maintain monthly progress schedules and reports applicable to all phases of the construction operations, and such special reports as may be required to keep the City fully advised with respect to the progress of construction of the projects
- Monitor contractors' preparation of in-progress as-built drawings during the course of construction to ensure that final as-built drawings will be easily produced
- Collect final as-built drawings electronically and for each project, review for conformance with the contract documents and specifications, and recommend approval/disapproval to the City
- If final as-builts are recommended for disapproval, monitor contractor's preparation of revised final as-built drawings.
- Prepare a final engineering report on the construction status of each project, including lessons learned.
- Recommend in writing, that the City make final payment on a project when appropriate
- Collect documents and deliverables, including release of liens and consent of surety, when required, from the contractors prior to recommending that final payments be made
- Continue acting as the City's representative throughout the post-construction phase of the projects, which generally cover the contractors' one-year warranty periods
- Deliver final documents, including originals of construction drawings and specifications, approved mylar as-built drawings, a DVD with as-built drawings in AutoCAD or .pdf format, two sets of blue line prints and the projects' files to the City

- Prepare and deliver final project financial accounting reports to the City
- Evaluate and rate the contractor's performance
- Direct the contractor to replace or correct defective work which becomes known during the warranty period
- Provide monthly status reports to the City concerning warranty activities and corrective work by contractors.
- Enforce all warranty provisions of the contract documents
- Schedule and conduct an eleven (11) month warranty inspection of projects including the contractors, design consultants and City personnel as appropriate
- Develop eleven-month warranty punchlist and forward to the contractor for corrective action
- Monitor contractor's performance on addressing the punchlist
- Advise the City, in writing, when contractors have satisfactorily completed their obligations under the warranty periods of the contracts
- Provide any other construction engineering and inspection services as may be necessary to implement a successful the project

3.2.2 Density Testing

ETM Team subcontractor, CSI (JSEB) will provide sampling and testing of the backfill material (modified proctor test) as well as the density testing to ensure that the backfill is placed in accordance with the project specifications. This critical testing activity will remain independent of the contractor to ensure the integrity of the sampling efforts and avoid the appearance of conflict of interest by the remediation contractor.

3.3 POST-CONSTRUCTION ADMINISTRATION SERVICES

3.3.1 Post-Construction Survey

After the recreation infrastructure is complete, the contractor must perform a Post-Construction Survey with ETM and the City. The contractor must obtain the City's signature that the work has been completed in accordance with the project plans and specifications. ETM will attend the Post-Construction Survey and inspect any punch list items identified.

4.0 COMPLETION REPORT FOR ASH REMEIDATION (Task 3)

ETM will prepare the Completion Report for the ash remediation. The Completion Report shall include the following:

- The Remediation Summary
- The Remediation Design
- The Construction and Photo Documentation
- The Contractor's Completion Report
- The Post-Construction As-Built Plans (as provided by the remediation contractor)
- The Confirmation Sampling (including sampling data) & Density Test Report
- The Institution Control Plan

- The Certified Clean Borrow Pit Sampling and Analysis Report
- The Contaminated Soil TCLP Sampling and Analysis Results
- The Confirmation Sampling Laboratory Data
- The Transportation Manifest and Weight Tickets
- The Daily CEI Reports

The Completion Reports will be prepared for submittal to the EPA and FDEP. This work shall include responding to up to two requests for additional information from the agencies.

5.0 AGENCY CERTIFICATIONS FOR LM PARK INFRASTRUCTURE (Task 4)

Florida Statute requires the Engineer of Record to inspect and certify to the construction of the water distribution system, sewage collection system and stormwater management system. ETM will provide the certifications as part of this task. This task includes the following:

1. As-built Review
2. Regulatory Agency Required Inspections
3. Certification of Water and Sewer System
4. Certification to SJRWMD for Stormwater Management System
5. JEA Acceptance Package for Water and Sewer
6. City of Jacksonville Acceptance Package

The Certification Packages will be prepared for submittal to the various agencies (the City, JEA, and FDEP). This work shall include responding to up to two requests for additional information from the agencies.

6.0 City Borrow Pit Sampling and Analyses (Task 5)

Aerostar will perform the sampling and analyses of the City Borrow Pit per the attached March 26, 2020 proposal. The City Borrow Pit Testing is based on the EPA-approved Clean Borrow Sand Sampling and Analysis Plan and Quality Assurance Project Plan; Revision 1 dated May 30, 2008. The sampling shall include one sampling increments for a minimum of 3 borings and 15 samples for approximately 45,000 cubic yards of clean fill at a total lump sum price increments of $26,277.00.

7.0 Public Relations (Task 6)

The Hester Group (JSEB) shall provide Community Outreach activities and support services for the Lonnie Miller Park project, using established EPA Community Involvement guidelines. The services will be provided only at the City's request and the tasks may include: 1) assisting in planning and attending community meetings; and 2) assisting with general community outreach activities, mailings, fact sheets, updating mailing lists, and conducting door-to-door distribution of informational materials, as needed. The estimated fee is $20,029.10.

Task Fee Summary

Lonnie Miller Park Site

Task 1 - Construction Engineering and Inspection for Remediation and Infrastructure – Lump Sum

ETM Construction Engineering and Inspection $942,765.78
CSI (JSEB) Construction Engineering and Inspection and Density Testing $397,802.02
AEC (JSEB) manifest and soil documentation $53,900.00
Aerostar Confirmation Sampling and Data Validation $199,547.00
TestAmerica Laboratory Analyses (for confirmation samples and TCLP) $35,457.50

Total Lump Sum $1,629,472.30

Task 2 - Construction Engineering and Inspection for Recreation Infrastructure – Lump Sum

ETM Construction Engineering and Inspection $203,833.06
CSI (JSEB) Material and Density Testing $7,085.00

Total Lump Sum $210,918.06

Task 3 – Completion Report for Lonnie Miller Park Ash Remediation - Lump Sum

Completion Report $96,150.84

Total Lump Sum.. $96,150.84

Task 4 – Agency Certifications for Lonnie Miller Park Infrastructure - Lump Sum

Completion Report $36,287.69

Total Lump Sum.. $36,287.69

Task 5 – Aerostar Borrow Pit Testing and Analysis for Certified Clean Fill - Lump Sum

Testing and Analysis $26,277.00

Total Lump Sum $26,277.00

Task 6– Public Relations by the Hester Group – Estimated Fee

Public Relations $20,029.10

Total Estimated Fee $20,029.10

Fee Total (Tables 1, 2 and 3) $2,019,134.99

EXHIBIT "B"

CONTRACT FEE SUMMARY
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL	
1. Project Construction Engineering and Inspection Services Lonnie Miller Park Improvements - Remediation, Infrastructure & Amenities	2. Proposal Number P-32-19
3. Name of Consultant England-Thims & Miller, Inc.	4. Date of Proposal 05/20/20

PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rates	Estimated Hours	Estimated Cost	TOTAL
Principal	$ 96.16	60	$ 5,769.60	
Program Director	$ 96.16	820	$ 78,851.20	
Senior Engineer	$ 54.12	2340	$ 126,640.80	
Landscape Architect	$ 63.47	220	$ 13,963.40	
Lead Construction Inspector	$ 53.99	230	$ 12,417.70	
Construction Inspector	$ 28.92	3426	$ 99,079.92	
Construction Inspector (Overtime)	$ 43.38	560	$ 24,292.80	
GIS Programmer	$ 47.55	40	$ 1,902.00	
CAD Technician/GIS Analyst	$ 33.60	660	$ 22,176.00	
Administrative	$ 26.02	640	$ 16,652.80	
TOTAL DIRECT LABOR		8,996		$ 401,746.22
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate 171.72 % x Total Direct Labor				$ 689,878.61
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 1,091,624.83
8. PROFIT: Labor Related Costs (Item 7) x 10%				$ 109,162.48
TOTAL LABOR (Items 5, 6, 7 and 8)				$ 1,200,787.31

PART III - OTHER COSTS			
9. Miscellaneous Direct Costs			
Expenses - Remed. & Infrastructure (Vehicles, Mileage, Phone and Repro ($3,750/mon x 14 mon)		$52,500.00	
Expenses - Rec. Infrastructure (Vehicles, Mileage, Phone and Reproductio ($2,750/mon x 5 mon)		$13,750.00	
Completion Report Expenses (Reproduction, printing, shipping, deliveries, etc.)		$12,000.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL			$78,250.00
10. SUBCONTRACTS (Lump Sum)			
CSI GEO - CEI for LM Park Site Remediation & Infrastructure	Attached Proposal	$397,802.08	
CSI GEO - Material Testing for LM Park for Recreation Infrastructu	Attached Proposal	$7,085.00	
AEC - Soil QA and Monitoring	Attached Proposal	$53,900.00	
Aerostar Confirmation Sampling and Data Validation	(Table 2)	$199,547.00	
Test America Laboratory Analyses	(Table 3)	$35,457.50	
Aerostar Borrow Pit Sampling and Analysis	(Table 4)	$26,277.00	
Hester Group - Public Relations	Attached Proposal	$20,029.10	
SUB-CONTRACT SUB-TOTAL			$740,097.68
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)			$ 2,019,134.99
11. Reimbursable Costs - Limiting Amount			
SUB-TOTAL REIMBURSABLES			$ -

PART IV - SUMMARY	
TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables)	$ 2,019,134.99
12. PRIOR CONTRACT AMOUNT	$0.00
AMENDED AMOUNT OF CONTRACT	$2,019,134.99

Table 1
Ash Site Remediation
Lonnie Miller Park Improvements - Phases 1, 1A & 1B

CONSULTANT: England-Stutz & Miller, Inc.
RFP NO.: P-32-19
CONTRACT NO.:

	STAFF	Principal		Program Director		Senior Engineer		Landscape Architect		Lead Construction Inspector		Construction Inspector		GIS Programmer		GIS Analyst / LAN Technician		Administrative Assistant		Expenses	TOTAL	
	BASE	$96.16		$96.16		$94.12		$63.47		$53.59		$70.93		$47.55		$33.40		$36.02				
	OVERTIME RATE											$41.38										
BASE	ACTIVITY	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST		MAN HOURS BY ACTIVITY	COST BY ACTIVITY
1a	LM Park Site Remediation & Infrastructure (Per Month) ETM																					
	Construction Engineering and Inspection			50	$4,808.00	150	$7,015.50									40	$1,340.00	30	$120.40		240	$13,708.00
	Pre-Construction Submittal Review																					
	Operation Readiness Review																					
	Attend Weekly Meetings																					
	Prepare Cost Plan and Cont. Sampling Plans																					
	Pay Requests and Change Order Reviews																					
	Interface TCLP Review/Coordination																					
	Sol M and Cost Review																					
	As Built Review																					
	Construction Observation									10	$539.30	134	$6,032.08					10	$360.20		194	$6,892.18
	Construction Observation (Over Time)											40	$1,739.20								40	$1,739.20
	Expenses (Rentals, Mileage, Copying/Reproduction, and Cell Phone)																			$1,750.00		$1,750.00
1b	LM Park Site Remediation & Infrastructure (Per Month) CSI GEO																			$28,414.41	285	$28,414.41
	Construction Engineering and Inspection																					
	Construction Observation																					
	Density Testing																					
1c	LM Park Site Remediation & Infrastructure (Per Month) AEC																			$3,850.00	75	$3,850.00
	Total Monthly Lump Sum Cost			50	$4,808.00	150	$7,015.50			10	$539.30	214	$9,747.29			40	$1,340.00	30	$360.60	$38,014.41	794	$57,297.81
	Total Estimated Time to Complete - 14 Months																					
	Total Estimated Lump Sum Cost			700	$67,312.00	2100	$98,196.50			140	$7,554.20	2996	$194,761.93			560	$18,816.00	420	$10,079.40	$532,398.08	11116	$803,057.40
1d	Annual Confirmation Sampling and Data Validation (See Table 2 - assuming 12 months of confirmation sampling and administration, XRF machine rental/purchase and recalibration and data validation)																			$199,547.00		$199,547.00
1e	Test/Monitor Laboratory Analyses (See Table 3 - laboratory analyses associated with confirmation sampling and TCLP testing of contaminated soil)												$0.00							$35,457.50		$35,457.50
2a	LM Park Recreation Infrastructure (Per Month) ETM																					
	Construction Administration	10	$961.60	10	$961.60	40	$2,164.80	40	$2,538.80									10	$360.20		110	$6,987.00
	Construction Observation									10	$539.30	134	$6,032.08					10	$360.20		194	$6,892.18
	Expenses (Rentals, Mileage, Density, and Telephone)																			$2,750.00		$2,750.00
	Total Monthly Lump Sum Cost	10	$961.60	10	$961.60	40	$2,164.80	40	$2,538.80	10	$539.30	134	$6,032.08	0	$0.00	0	$0.00	20	$720.40	$2,750.00	304	$15,608.34
	Total Estimated Time to Complete - 5 Months																					
	Total Estimated Lump Sum Cost	50	$4,808.00	50	$4,808.00	200	$10,824.00	200	$12,694.00	50	$2,696.50	670	$30,160.40	0	$0.00	0	$0.00	100	$3,602.00	$13,750.00	1520	$77,345.90
2b	LM Park Recreation Infrastructure (Per Month) CSI GEO																			$7,085.00		$7,085.00
	Construction Materials Testing - Southern Portion of Phase 1 Only																					
3	Completion Report for LM Park Ash Remediation			40	$3,846.40	240	$12,988.80			20	$1,078.60	80	$2,362.40	40	$1,902.00	80	$2,672.00	80	$2,881.60	$10,000.00	800	$38,833.40
	Prepare Completion Report Update																					
	Prepare Summary Reports																					
	Prepare Confirmation Sampling Plans																					
	Prepare Institution Control Plans																					
	Compile Density Test Reports																					
	Compile Laboratory Data																					
	Compile TCLP Data																					
	Compile Daily Reports																					
	OPA DARI Preparation and Submittal																					
4	Agency Certifications for LM Park Infrastructure	10	$961.60	10	$961.60	30	$4,329.50	30	$1,903.80	20	$1,078.60	40	$1,896.80			20	$672.00	40	$1,040.80	$1,000.00	240	$12,843.60
	Prepare Improvement Certifications																					
	Prepare Water and Sewer Certification Package																					
	Prepare Paving and Drainage Certification Package																					
5	Arrestor Borrow Pit Testing and Analysis for Certified Clean Fill																			$76,377.00		$76,377.00
6	Hinter Camp Public Relations (as needed/requested by the City)																			$30,029.10		$30,029.10
	TOTAL LUMP SUM COST	80	$5,769.60	820	$78,851.20	2140	[illegible]	220	$13,843.40	230	$13,417.70	3066	$113,372.72	40	$1,902.00	680	$22,378.00	640	$16,652.80	$418,347.68	13,476	$1,220,093.90

Table 2
Confirmation Sampling and Data Validation
Lonnie Miller Park Site - Phases 1, 1A & 1B

Confirmation Sampling
(Aerostar SES LLC)

Lonnie Miller Park Confirmation Sampling*	$14,000.00 /Month *	X	12	Months	=	$168,000.00
Administration / Tracking/ Reporting	$950.00 /Month *	X	12	Months	=	$11,400.00
XRF Machine Resourcing / Recalibration (plus shipping)	$7,095.00 + $500.00				=	$7,592.00
XRF Machine Leak Test	$150/event X 3 events				=	$450.00
XRF Machine DOH Annual Fee	$60/year X 2 year				=	$120.00
XRF Machine Backup Rental (Contingency)	$150.00 /Day	X	30	days	=	$4,500.00
					Total Lump Sum Fee	$192,062.00

* Based upon one sampler - 9 hours per day, with a vehicle and equipment

Data Validation for Laboratory Analytical Services
(Aerostar SES LLC)

Lonnie Miller Park	Samples			
Lead/Arsenic:	75	@ $20.00 per Sample	=	$1,500.00
PAHs:	38	@ $60.00 per Sample	=	$2,280.00
Dioxins:	19	@ $195.00 per Sample	=	$3,705.00
			Subtotal	$7,485.00

Total Lump Sum Fee for Confirmation Sampling and Data Validation $199,547.00

Table 3
ASH SITE REMEDIATION
LABORATORY ANALYSES
Lonnie Miller Park Site - Phases 1, 1A & 1B

CONFIRMATION SAMPLES

SITE	CONFIRMATION SAMPLES (estimate)	SAMPLES TO LABORATORY	LEAD/ARSENIC			PAHs			DIOXINS			TOTAL LAB COST
			Number	Plus QC	COST	Number	Plus QC	COST	Number	Plus QC	COST	
Lonnie Miller Park Site	1000	50	50	63	$2,205.00	25	32	$3,440.00	13	17	$9,562.50	$15,207.50

Confirmation Samples: Based upon design plans
QC: Add 25% to number of samples.
Samples to Laboratory: 5% of confirmation samples
PAHs: 50% of laboratory samples
Dioxins: 25% of laboratory samples

Lead/Arsenic:	$35.00
PAHs:	$107.50
Dioxins:	$562.50

TCLP STOCKPILE SAMPLES

SITE	CUBIC YARDS	NUMBER OF STOCKPILES**	NUMBER OF TCLPs	COST PER ANALYSIS	TOTAL TCLP COST
Lonnie Miller Park Site*	50,000	100	100	$202.50	$20,250.00

TOTAL COST
$35,457.50

* This includes additional cubic yards as a contingency in case the SMFs require removal to TRLF and the excavation extends laterally in Phases 1 and 1B.
** Each stockpile is 500 cubic yards

Table 4
Borrow Pit Sampling and Analyses
City Borrow Pit
(Aerostar SES LLC)

Lonnie Miller Park - 45,000 CY

Soil Boring Advancement, Soil Screening, and Sample Collection	$6,820.00
Laboratory Analyses (15 samples)	$17,142.00
Report Preparation	$2,315.00
Sub-total	**$26,277.00**

Total Lump Sum Fee $26,277.00

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April 9, 2020

Ms. Juanitta Clem
England-Thims & Miller, Inc
14775 Old St. Augustine Road
Jacksonville, FL 32258

RE: Lonnie Miller Ash Remediation and Amenities Project

Ms. Clem:

CSI Geo is submitting for your use a fee proposal for monthly CEI services. I am also enclosing a CMT cost estimate for the amenities portion of the project as well as the general CMT fee schedule. Please review and submit with your package to the City.

If you should have any questions, please do not hesitate to contact our office.

Sincerely,
CSI Geo, Inc.

Karle A. Maye, P.E.
CEI Manager/Sr. Project Engineer

enc

CSI Geo
Lonnie Miller Park Remediation and Infrastructure
Estimate CEI /CMT Costs

	Overhead	FCCM	Total
From FDOT Pre-Qualification Letter	227.65%	1.31%	228.96%
Multiplier (with 10% profit)	((1 + 2.2896) * 1.1)		3.61856

	Proj. Admin.	Sr. Insp.	Insp.	Admin.
Equipment Cost per Hour (2020) Based upon 174 hrs/month	$8.93	$8.93	$11.33	$1.31

	(A) Hourly Rate	(B) Rate (A x Multiplier)	(C) Total Estimated Hours	(D) Percent of Month (C/174)	(E) (Equipment Cost X D)	(F) Total Rate (B + E)	Total (C * F)
Project Engineer/Administrator	$35.00	$126.65	60.0	34.5%	$3.08	$129.73	$7,783.73
Senior Bridge/Roadway Inspector	$30.00	$108.56	11.0	6.3%	$0.56	$109.12	$1,200.33
Bridge/Roadway Inspector	$26.00	$94.08	174.0	100.0%	$11.33	$105.41	$18,341.79
Administrative/Secretarial	$15.00	$54.28	20.0	11.5%	$0.15	$54.43	$1,088.58
			265			Overall Total	$28,414.43

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www.csiservicesinc.com

Estimated Fee Proposal
Lonnie Miller Ash Remediation/Infrastructure and Amenities
COJ
Jacksonville FL
Construction Materials Testing

Item Description	Estimated Quantity		Unit Cost	Estimated Cost
SOILS AND CONCRETE FIELD TESTING				
Field Soil Technician (Hourly, 2hr Minimum)/ Includes Travel	16	hr.	$65.00	$1,040.00
Field Soil Technician (Hourly, Overtime)	0	hr.	$84.50	$0.00
Field Concrete Technician (Hourly, 2hr Minimum) Includes Travel	8	hr.	$65.00	$520.00
Field Concrete Technician (Hourly, Overtime)	0	hr.	$84.50	$0.00
Soil Sample (2 hr Minimum)	7	ea.	$85.00	$595.00
ASPHALT PLANT AND ROADWAY TESTING				
Asphalt Technician (Certified FDOT) - Plant	10	hr.	$75.00	$750.00
Asphalt Technician (Certified FDOT) - Roadway	10	hr.	$65.00	$650.00
LABORATORY TESTING				
Proctors - Subrade	7	ea.	$135.00	$945.00
LBR	3	ea.	$300.00	$900.00
Organic Content	1	ea.	$35.00	$35.00
Soil Classification				
Seive Analysis	1	ea.	$60.00	$60.00
Atterburg Limits	1	ea.	$50.00	$50.00
Concrete Breaks (based on 4 cylinders per set)	8	ea.	$25.00	$200.00
PROFESSIONAL SERVICES				
Professional Engineer	8	hr.	$135.00	$1,080.00
Project Manager	0	hr.	$85.00	$0.00
QC Manager / Sr. Technician	4	hr.	$65.00	$260.00
TOTAL: (Estimated)				**$7,085.00**

Estimate for Soil and Concrete Testing	***$2,155.00***
Estimate for Soil and Concrete Testing	***$1,400.00***
Estimate for Laboratory Testing	***$2,190.00***
Estimate for Professional Services	***$1,340.00***
Total	***$7,085.00***

For field work scheduled by the client and delayed by other than CSI Geo, Inc for 1/2 hour or more the contractor will be charged at the "Stand-by" rate
For work performed before 8:00 a.m. and after 4:30 p.m., a factor of 1.3 will be applied to the above rates
For work on weekends and holidays, the same factor of 1.3 will also be applied to the above rates
Hourly rates will be charged portal to portal
Travel time is charged at the applicable hourly rate

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2019-2020
PUBLISHED FEE SCHEDULE
FOR
GEOTECHNICAL, CONSTRUCTION MATERIALS
TESTING AND INSPECTION SERVICES

2394 St. Johns Bluff Road S. #200
Jacksonville, Florida 32246
(904) 641-1993
(904) 645-0057

FIELD INVESTIGATION	Unit	Cost/Unit
FIELD TESTING		
Earthwork		
Soils Technician (Densities)	Hour	$65.00
Soils Technician (Densities, OT)	Hour	$84.50
Nuclear Soil Testing (minimum of 3 density tests per scheduled trip)	Test	$35.00
In-Place Density Testing (OT) (minimum of 3 density tests per scheduled trip)	Test	$45.50
Sample Pick up Charge/Trip Charge	Each	$85.00
Standby Time	Hour	$65.00
Concrete		
Concrete Technician	Hour	$65.00
Concrete Technician (OT)	Hour	$84.50
Concrete Cylinders - One Set of 4 Concrete Cylinders (includes air, slump)	Test	$100.00
Concrete Cylinders - One Set of 4 Concrete Cylinders (OT)	Test	$165.00
Additional Concrete Cylinders	Each	$25.00
Mobilization of Concrete Coring	Each	$375.00
Pavement Coring - 4" Dia	Each	$125.00
Pavement Coring - 6" Dia	Each	$145.00
Sample Pick up Charge/Trip Charge	Each	$85.00
Standby Time	Hour	$65.00
Drilled Shaft Inspector	Hour	$75.00
Drilled Shaft Inspector (OT)	Hour	$97.50
Asphalt		
Asphalt Technician (Certified FDOT) - Plant	Hour	$75.00
Asphalt Technician OT (Certified FDOT) - Plant	Hour	$97.50
Asphalt Technician (Certified FDOT) - Roadway	Hour	$65.00
Asphalt Technician OT (Certified FDOT) - Roadway	Hour	$84.50
Field Density Method, ASTM D-2922	Test	$25.00
Mobilization of Asphalt Coring Equipment	Each	$400.00
Pavement Coring – 4" dia with Base Depth Check	Each	$125.00
Pavement Coring – 4" dia without Base Depth Check	Each	$85.00
Pavement Coring – 6" dia with Base Depth Check	Each	$145.00
Pavement Coring – 6" dia without Base Depth Check	Each	$105.00
Standby Time	Hour	$65.00
Non-Destructive Testing (NDT)		
Welding Inspector (Mag Particle & Visual)	Hour	$75.00
Vibration Monitoring (Setup)	Hour	$75.00
Structural Bolt Inspection	Hour	$65.00
Vibration Monitoring (Setup)	Each	$1,200.00
Vibration/Settlement Monitoring (Pre-accessment per Structure)	Each	$1,200.00
Vibration/Settlement Monitoring (Post-accessment per Structure)	Each	$1,200.00
Swiss Hammer	Hour	$55.00
Penetrometer	Hour	$55.00

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2019-2020
PUBLISHED FEE SCHEDULE
FOR
GEOTECHNICAL, CONSTRUCTION MATERIALS
TESTING AND INSPECTION SERVICES

2394 St. Johns Bluff Road S, #200
Jacksonville, Florida 32246
(904) 641-1993
(904) 645-0057

FIELD INVESTIGATION	Unit	Cost/Unit

LABORATORY TESTING

Aggregates		
Sieve Anlsys of Fine & Coarse AASHTO T27	Test	$65.00
Soundness AASHTO T104	Each	$450.00
Specific Gravity/Absorption Coarse AASHTO T85	Each	$115.00
Total Moisture Content by Drying AASHTO T255	Each	$30.00
Asphalt		
Gradation FM 1-T030	Test	$100.00
Los Angeles (LA) Abrasion Coarse Agg FM 3-C535	Test	450
Los Angeles (LA) Abrasion Small Agg FM 1-T096	Test	$425.00
Bulk Specific Gravity FM 1-T166	Test	$35.00
Content FM 5-563	Test	$120.00
Extraction and Gradations, ASTM D-2172 and ASTM C-136	Test	$300.00
Concrete		
Beam Flexural Testing ASTM C78	Test	$50.00
Compressive Strength of Grout\Mortar ASTM C109	Test	$22.00
Cylinder Curing, Capping & Breaking ASTM C39	Test	$22.00
Drilled Cores & Sawed Beams ASTM C42	Each	$30.00
Pavement Coring - 4" Dia	Each	$125.00
Concrete Pavement Coring - 6" Dia	Each	$110.00
Soils		
Consol-Addtl Incrmnts AASHTO T216 (13 to 24 Loads)	Each	70
Consol-Addtl Incrmnts AASHTO T216 (up to 12 Loads)	Each	$70.00
Consolidation - Constant Strain ASTM D4186	Each	$450.00
Consol-Extend Load Incrmnts AASHTO T216	Day	$70.00
Corrosion Series FM 5-550 through 5-553	Test	$225.00
Field Vane Shear Test ASTM D2573	Test	$140.00
Hydrometer Only AASHTO T88	Test	$95.00
Limerock/California Bearing Ratio (LBR/CBR) FM 5-515	Test	$300.00
Liquid Limit AASHTO T89	Test	$50.00
Materials Finer than 200 Sieve FM 1-T011	Test	$32.00
Miniature Vane Shear Test ASTM D4648	Each	5
Moisture Content Lab AASHTO T265	Each	$21.00
Moisture Content Microwave AASHTO D4643	Test	$21.00
Organic Content Ignition FM 1 T-267	Test	$35.00
Particle Size Anlys AASHTO T88 (Incl. Hydrometer)	Test	$150.00
Particle Size Anlys AASHTO T88 (No Hydrometer)	Test	$65.00
Permeability Constant Head AASHTO T215	Test	$325.00
Permeability Falling Head FM 5-513	Test	$325.00
pH Soil or Water FM 5-550	Test	$25.00
Plastic Limit & Plasticity Index AASHTO T90	Test	$48.00
Proctor Modified FM 1-T180	Test	$135.00
Proctor Standard AASHTO T99	Test	$135.00
Resistivity Soil or Water FM 5-551	Test	$55.00
Specific Gravity AASHTO T100	Test	$70.00
Split Tensile Strgth of Rock Cores ASTM D3967	Test	$115.00
Sulfate Soil or Water FM 5-553	Test	50
Triaxl Consl-Drain (CD) Per Point\Cell ASTM D7181	Test	$180.00
Tri Cnsl-Undrn (CU) Pt\Cell AASHTO T297/ASTM D4767	Test	$180.00

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2019-2020
PUBLISHED FEE SCHEDULE
FOR
GEOTECHNICAL, CONSTRUCTION MATERIALS
TESTING AND INSPECTION SERVICES

2394 St. Johns Bluff Road S. #200
Jacksonville Florida 32246
(904) 641-1993
(904) 645-0057

FIELD INVESTIGATION	Unit	Cost/Unit
Tri Uncsl-Undrn (UU) Pt\Cell AASHTO T296/ASTM D2850	Test	$145.00
Split Tensile Strgth of Rock Cores ASTM D3967	Test	$140.00
Unconfined Compress - Soil AASHTO T208/ASTM D2166	Each	$135.00
One-Point Proctor ASTM D1556	Each	$90.00

For field work scheduled by the client and delayed by other than CSI Geo, Inc. for 1/2 hour or more, the contractor will be charged at the "Stand-by" rate.
For work performed before 8:00 a.m. and after 4:30 p.m., a factor of 1.3 will be applied to the above rates.
For work on weekends and holidays, the same factor of 1.3 will also be applied to the above rates.
Hourly rates will be charged portal to portal.
Travel time is charged at the applicable hourly rate

Alpha Envirotech Consulting, Inc.

April 3, 2020 Via Email: ClemJ@etminc.com

England-Thims & Miller, Inc.
Attn: Ms. Juanitta Clem
14775 Old St Augustine Rd
Jacksonville, FL 32258

Reference: Proposal for Environmental Services – Soil Management
City of Jacksonville - CEI Services for Lonnie Miller Park Ash Remediation, Infrastructure and Amenities
Jacksonville, Florida

Dear Ms. Clem:

Alpha Envirotech Consulting, Inc. (AEC) is pleased to provide this proposal to conduct soil management services for this project.

PROJECT INFORMATION

Based on our phone conversation on March 17, 2020 and follow-up email communications, it is our understanding that AEC will provide soil management services for England-Thims & Miller, Inc. (ETM)'s CEI Services for Lonnie Miller Park Ash Remediation, Infrastructure and Amenities project.

PROPOSED SCOPE OF SERVICES

AEC proposed scope of work will include the review/QA of the contractor's soil tracking and manifesting records to document the contaminated soils from excavation to disposal and certified clean fill from borrow to the project site.

In order to ease document management for this project, an AEC staff will work from ETM's office to perform such tasks for a total of 35 hours per month on average.

COST ESTIMATE/PROJECT SCHEDULE

We are prepared to initiate project activities immediately upon your authorization. Based on the noted scope of work and our labor rate of $110.00 per hour, our fees per month will be a total of **$3,850.00** (i.e., 35 labor hours per month).

Our payment terms on invoices are Net 30 days.

LIMITATIONS

This proposed scope of work and fees include only services explicit herein.

We appreciate the opportunity to provide this proposal to perform the environmental consulting services for this project. If you have any questions concerning this proposal, or if we can serve you in any other way, please contact the undersigned.

Sincerely,

Alpha Envirotech Consulting, Inc.

Amy Y. Fu, P.E.
Chief Engineer

Aerostar SES LLC

March 26, 2020

Ms. Juanitta Clem, P.E.
England-Thims & Miller, Inc.
14775 Old Saint Augustine Road
Jacksonville, Florida 32258

RE: Cost Estimate for Confirmation Sampling and Professional Services
Lonnie Miller Park Ash Remediation, Infrastructure and Amenities
Jacksonville, Duval County, Florida

Dear Ms. Clem:

Aerostar SES LLC (ASL) is pleased to provide the attached cost spreadsheet for monthly administration/reporting; monthly confirmation sampling; unit rates for laboratory data validation and use of ASL's XRF for emergency backup; and lump sum costs for resourcing, calibrating, and maintenance of the City's XRF through December 2021.

Confirmation sampling will consist of a daily confirmation sampler, a vehicle, and associated equipment for the month. In addition, a lump sum monthly fee for administrative functions, including tracking and reporting, is provided.

ASL has included unit rates for data validation services of the laboratory analytical results received from Eurofins TestAmerica Laboratories, Inc., and use of ASL's XRF as an emergency backup if the City's XRF needs maintenance or repair.

Lastly, costs have been provided to ship the City's XRF to Thermo Scientific Portable Analytical Instruments to be resourced and calibrated as specified by the manufacturer prior to initiating field activities. The City's XRF is anticipated to be the primary XRF used during confirmation sampling.

ASL appreciates the opportunity to provide this cost estimate. If you have any questions or require additional information, please feel free to contact the undersigned at 904-565-2820.

Sincerely,

Aerostar SES LLC

Chris McNees
Senior Program Manager

3550 St. Johns Bluff Road S. • Jacksonville, Florida 32224 • 904-565-2820 • Fax 904-565-2830

Lonnie Miller Park Ash Remediation, Infrastucture and Amenities Observation and Confirmation Sampling Aerostar SES LLC (ASL)

ITEM	UNIT PRICES
ADMINISTRATION LABOR	**PER MONTH**
Administrative / Tracking / Reporting	$950.00
CONFIRMATION SAMPLING	**PER MONTH**
Lonnie Miller Park	$14,000.00
DATA VALIDATION	**PER SAMPLE**
Lead & Arsenic	$20.00
OU-2 Metals	$65.00
PAHs	$60.00
Dioxins	$195.00
CITY OF JAX XRF RESOURCE/CALIBRATION	**LUMP SUM**
XRF Resource and Calibration	$7,095.00
Shipping	$500.00
Leak Test every 6 months (3x)	$150.00
DOH annual fee (2x)	$60.00
ASL's XRF	**PER DAY**
Emergency Backup Use	$150.00

Unit prices will be through December 2021

Aerostar SES LLC

March 26, 2020

Ms. Juanitta Clem, P.E.
England-Thims & Miller, Inc.
14775 Old Saint Augustine Road
Jacksonville, Florida 32258

RE: Cost Estimate for Borrow Pit Sampling
Lonnie Miller Park Ash Remediation, Infrastructure and Amenities
Generic Borrow Source Sampling
Jacksonville, Duval County, Florida

Dear Ms. Clem:

Aerostar SES LLC (ASL) is pleased to provide a cost estimate to perform soil testing at a proposed borrow source location as part of additional ash remediation activities. Approximately 45,000 cubic yards (CY) of soil is needed for remediation activities at Lonnie Miller Park. Laboratory fees in this proposal were obtained from Mr. Jess Hornsby, Project Manager with Eurofins TestAmerica, Inc. (Eurofins).

The following scope of work has been prepared in accordance with ETM's *Clean Borrow Sand Sampling and Analysis Plan* (SAP) *and Quality Assurance Project Plan* (QAPP), Revision 2, dated June 16, 2008.

ASL understands the scope of work consists of advancing three soil borings to 20 feet below land surface (BLS); collecting soil samples at 1, 5, 10, 15, and 20-foot depth intervals from each boring; submitting the soil samples for laboratory analyses and quality assurance/quality control (QA/QC) as outlined in *Table 5 - Generic Sampling and QC for 5,000 Cubic Yard Stockpile and 5,000 Cubic Yard Borrow Pit*; and preparing a letter report summarizing the results of the investigation. A detailed Scope of Work and Cost Estimate are presented herein.

SCOPE OF WORK

Task I: Soil Boring Advancement and Soil Screening

ASL will advance up to three soil borings at the proposed borrow source site to evaluate soil quality. The borings will be advanced using a 3.5-inch diameter, stainless steel hand auger and a Geoprobe direct-push sampling device to 20 feet BLS. Soil lithology will be noted during boring advancement at one-foot intervals from one foot BLS to boring termination. The samples will also be visually inspected for signs of contamination, such as staining or unusual odors. Samples will be collected at each boring location at 1, 5, 10, 15, and 20-foot depths BLS for laboratory analyses. Upon completion of the borings, the surface will be repaired with like material.

Task II: Soil Sample Collection and Analyses

Following the guidelines in Table 3 of the SAP/QAPP, a total of 15 soil samples will be collected and submitted to Eurofins for analysis of Target Analyte List (TAL) Metals by EPA Method 6010, mercury by EPA Method 7471, and cyanide by EPA Method 9012. A total of eight soil samples will be collected and submitted to Eurofins for analysis of dioxins by EPA Method 8290, Polynuclear Aromatic Hydrocarbons

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(PAHs) by EPA Method 8310 (low-level 8270), Target Compound List (TCL) Semi-volatiles by EPA Method 8270, TCL Volatiles by EPA Method 8260, and TCL Pesticides/PCBs by EPA Method 8081/8082.

As indicated in Table 5 of the SAP/QAPP, ASL will collect the following QA/QC samples based on the proposed borrow amounts for each project:

- Lonnie Miller Park: 1 field duplicate, 1 matrix spike (MS)/MS duplicate (MSD), and 1 equipment blank

The QA/QC samples will be collected for analysis of TAL Metals by EPA Method 6010/6020, mercury by EPA Method 7471/7470, cyanide by EPA Method 9010/9012, dioxins by EPA Method 8290, PAHs by EPA Method 8310 (low-level 8270), TCL Semi-volatiles by EPA Method 8270, TCL Volatiles by EPA Method 8260, and TCL Pesticides/PCBs by EPA Method 8081/8082.

Sample collection will be conducted in accordance with the requirements identified in the SAP/QAPP. Lab costs provided in this proposal are based on standard 2-3 week turnaround.

Task III: Report Preparation

ASL has included costs to prepare a letter report for the project's soil testing event. The letter report will be prepared documenting the results of the investigation. As indicated in the SAP/QAPP, soil boring logs, photographic documentation of field activities, and copies of the field book entries will be provided in the letter report.

COST ESTIMATE:

Lonnie Miller Park

Soil Boring Advancement, Soil Screening, and Sample Collection	$ 6,820.00
Laboratory Analyses (15 samples)	$ 17,142.00
Report Preparation	$ 2,315.00
Sub-total	**$ 26,277.00**

All work will be billed on a lump sum basis not to exceed $26,277.00. ASL will obtain your approval before proceeding with the proposed work.

If this cost estimate, along with the attached General Terms and Conditions, is acceptable, please sign and return the authorization to proceed. Retain one copy for your files and return the second copy to our office with your authorization to proceed.

ASL appreciates the opportunity to provide this cost estimate. If you have any questions or require additional information, please feel free to contact the undersigned at 904-565-2820.

Sincerely,

Aerostar SES LLC

Chris McNees
Senior Program Manager

X \Proposals\07 - Soil-groundwater-other testing\ETM Ash Prgm Mngmt\Borrow Pit Sampling_LM Rem Inf Amen\Sampling Proposal docx

AGREEMENT

Cost Estimate Borrow Pit Sampling
Lonnie Miller Park Ash Remediation, Infrastructure and Amenities
Generic Borrow Source Sampling
Jacksonville, Duval County, Florida

Invoicing and Payment Schedule

Aerostar SES LLC, (hereinafter referred to as ASL), will bill on a lump sum basis of $26,277.00. ASL reserves the right to charge late invoices at a rate of 1-1/2% per month beyond 30 days. ASL reserves the right to add reasonable attorney's fees and collection fees if either an attorney or collection agency is used to secure pay for any outstanding invoices.

Authorization to Proceed

If you are in agreement with the proposed scope of work, attached general terms and conditions, and payment schedule, please return a signed copy of the cost estimate's agreement to our office. Upon receipt of authorization to proceed, ASL 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 26, 2020

Aerostar SES LLC

Chris McNees
Senior Program Manager

DATE:

England-Thims & Miller, Inc.

Ms. Juanitta Clem, P.E., or
Authorized Representative

General Terms and Conditions

GC-1 DEFINITIONS

A "Consultant" shall be defined as Aerostar SES LLC.
B "Client" means the company entering into this Agreement with Consultant,
C Consultant and Client will be collectively referred to as the "Parties" or sometimes individually as a "Party",
D "Work" is defined as the services being provided by Consultant to Client, and all duties and responsibilities associated therewith; and
E. "Agreement" is defined as the Agreement reached by the Parties for the Work and all documents referenced in and made a part of the Agreement, including, but not limited to Consultant's Cost Estimate and associated proposal

GC-2 ORDER OF PRECEDENCE

All contract documents and subsequently issued modifications are essential parts of this Agreement, and a requirement occurring in one is binding as though occurring in all. In resolving conflicts, errors, or omissions, the following order of precedence shall be used
A Cost Estimate including Scope of Work and Agreement page,
B General Conditions; and
C. Attachments, if any

GC-3 ENTIRE AGREEMENT

This Agreement embodies the entire agreement between the Parties. The Parties shall not be bound by or liable for any statement, representation, promise, or understanding not set forth herein and nothing contained in proposals, correspondence, discussions, or negotiations prior to the date of this agreement has any effect on this agreement unless specifically incorporated herein. No changes, amendments, or modifications of any of the terms and conditions hereof shall be valid unless reduced to writing and signed by the Parties.

GC-4 RESPONSIBILITIES

Consultant has the responsibility for providing the services described in the cost estimate The Work is to be performed according to accepted industry standards of care and is to be completed in a timely manner The Client or a duly authorized representative is responsible for providing the Consultant with a clear understanding of the project nature and scope (the Work). 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 Work The Client shall also communicate changes in the nature and scope of the Work as soon as possible during performance of the Work so that the changes can be incorporated into the work product.

GC-5 HEADINGS

The captions in this Agreement are for convenience only and shall not define or limit any of the terms herein.

GC-6 SEVERABILITY AND INTERPRETATION

In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of the Agreement shall not be affected and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. Each Party acknowledges that it has had a fair and reasonable opportunity to review this Agreement, which shall be construed as though drafted by both parties.

GC-7 WAIVER

The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

GC-8 OWNERSHIP OF DOCUMENTS AND DATA

All finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, videos, project-customized software, project-customized intellectual property, and reports which are first produced by the Consultant in the performance of the Work are, and will remain, the property of Consultant.

GC-9 INDEPENDENT CONTRACTOR

Consultant represents that it is fully experienced, properly qualified, registered, licensed, equipped, organized and financed to perform the Work under this Agreement. Consultant shall perform the Work hereunder in accordance with its own methods subject to compliance with the Agreement. Consultant agrees to be solely responsible for all matters pertaining to its status as a business in the state as well as all federal laws, IRS requirements, and labor laws as they pertain to the Work being performed and paid under this Agreement. Consultant shall act as an independent contractor and not as the agent of Client in performing this Agreement, maintaining complete control over its employees and all of its lower-tier suppliers and subcontractors. Nothing contained in this Agreement or any lower-tier purchase order or Agreement awarded by Consultant shall create any contractual relationship or rights between any lower-tier supplier or subcontractor and Client. Nothing contained in the Agreement shall be construed to imply a joint venture, partnership or principal-agent relationship between the Parties. Neither Party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other Party.

GC-10 SITE ACCESS AND CONDITIONS AFFECTING THE WORK

The Client will grant or obtain free access to the Work site, if any, 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 is understood by the 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 Cost Estimate and associated Scope of Work. 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 Before starting the Work, the Consultant shall review all existing site conditions, drawings if any, specifications if any, and other documents relative to the Work, as well as the information furnished by Client pursuant to the Work Any errors, inconsistencies or omissions then discovered by the Consultant shall be reported promptly to the Client for clarification. Consultant shall not proceed in conflict areas without specific written direction from the Client.

GC-11 DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

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

encountered. Client agrees to make all 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. Notwithstanding any other provision of this Agreement, Client waives any claim against Consultant, its agents, servants, employees, representatives, officers, directors, sureties, attorneys, owners, affiliates, heirs, assigns, suppliers and subcontractors, 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.

GC-12 CONSIDERATION AND COMPENSATION

Consultant shall be paid in accordance with the rates and/or prices established in the Agreement. Unless amended in writing and signed by the Parties, Consultant is not obligated to incur expenses and cost in excess of that amount.

GC-13 BILLING AND PAYMENT

Consultant will submit invoices to Client monthly or upon the completion of the Work. Invoices will reflect charges for different personnel and expense classifications or will indicate a lump sum charge for services rendered in accordance with the Cost Estimate. Payment is due thirty (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. 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.

GC-14 WRITTEN NOTICE

The addresses provided for the Parties in the Agreement shall be the addresses for all notices and correspondence in all matters dealing with this Agreement. Except as otherwise expressly provided herein, all written notices required to be delivered by the Parties pursuant hereto shall be deemed so delivered at the time delivered by hand one business day after confirmed transmission by facsimile or other electronic system (with confirmation copy sent by regular U.S. Mail or overnight delivery service) or 3 business days after placement in the U.S. Mail by registered or certified mail, return receipt requested, postage prepaid, or to such other address as such party may designate by 10 days' advance written notice to the other Party.

GC-15 FORCE MAJEURE

Neither Party shall be liable nor be able to terminate this Agreement for any failure to perform hereunder where such failure is proximately caused by a Force Majeure Occurrence, which is defined as an occurrence beyond the control and without the fault or negligence of the Party affected and which by exercise of reasonable diligence the Party is unable to prevent or protect against. Without limiting the generality of the foregoing, Force Majeure Occurrences shall include: acts of nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, terrorist acts, government sanction or embargo, labor disputes of third parties to this Agreement, or the prolonged failure of electricity or other vital utility service. Any Party asserting Force Majeure as an excuse to performance shall have the burden of proving proximate cause, that reasonable steps were taken to minimize the delay and damages caused by events when known, and that the other Party was timely notified of the likelihood or actual occurrence which is claimed as grounds for a defense under this clause.

GC-16 INSURANCE

Consultant agrees it shall carry and maintain in force and effect during the entire term of this Agreement the following required insurance policies: Commercial General Liability, Worker's Compensation and Employer's Liability, Business Auto Liability, and Professional Liability. A certificate of insurance detailing these policies will be provided upon request.

GC-17 LIMITATION OF LIABILITY

Client agrees that the Consultant's liability for on account of any error, omission, or other professional negligence will be limited to a sum not to exceed Fifty Thousand ($50,000.00) Dollars, 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 One Million ($1,000,000.00) Dollars upon Client's written request, provided that Client agrees to pay an additional consideration of four percent (4%) of the total fee for the project or Five Hundred ($500.00) Dollars, 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.

GC-18 INDEMNITY

Subject to the limits established in the Limitation of Liability clause herein, each Party shall defend, save the other together with their agents, servants, employees, representatives, officers, directors, sureties, attorneys, owners, affiliates, heirs, assigns, suppliers and subcontractors harmless from and against and shall indemnify the other for any liability, loss, costs, expenses, or damages to the extent of its negligent acts or omissions in performing under this Agreement. To the extent of its negligence, the indemnifying Party shall defend said action at its own expense and shall pay and discharge any judgment that may be rendered in any such action. If such indemnifying Party fails or neglects to so defend, the Party sued may defend the same and any expenses, including reasonable attorneys' fees, which it may pay or incur in defending said action and the amount of any judgment which it may be required to pay shall be promptly reimbursed upon demand. Such undertaking of defense shall not be deemed an admission of liability, an agreement to assume liability, or a waiver of any right or remedy which the undertaking Party may have. In the event of any indemnified claim against Consultant by Client or any third person associated with Client, Consultant reserves the right to choose legal counsel and direct the defense of such claim at Client's sole cost and expense if the Client is notified of the claim, the claim is the result of Client's efforts, and the Client either fails or neglects to defend the claim. Each Party shall protect, defend, indemnify and hold harmless the other Party hereto from and against any and all damages and expenses arising out of a claim of actual or alleged infringement of patent, copyright, trademark or trade name asserted in connection with the use of equipment, tools, or methods of operation furnished pursuant to this Agreement. In no event, whether on warranty, contract, or negligence, shall either Party be liable to the other for incidental, indirect, or consequential damages, including but not limited to, loss of profits, loss of revenue, loss of use of equipment or facilities, costs of capital, cost of substitute or underutilization of equipment, facilities or labor, downtime costs, or claims of customers resulting from the performance or nonperformance of obligations of this Agreement.

GC-19 STANDARD OF CARE

Services performed by the Consultant under this Agreement will 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 Work. No other warranty, expressed or implied, is made. 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 the performance of the Work. 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.

GC-20 PROPRIETARY AND CONFIDENTIAL INFORMATION

Information which is exchanged under or in connection with this Agreement may include proprietary and confidential information of the disclosing Party. The receiving Party shall not disclose such confidential information to others or use it for any purposes other than this Agreement without prior written consent from disclosing Party. All such proprietary information shall be clearly marked as "Proprietary." In the event proprietary information is orally disclosed, it should then be

reduced to writing and marked "Proprietary" within ten (10) days thereafter. The receiving Party shall use at least the same degree of care to prevent disclosure to any third party of misuse of the proprietary information as it employs with respect to its own proprietary information of like importance and use. Proprietary information shall not include, and this paragraph shall not apply to information which: (a) was in the receiving Party's possession or was known to the receiving Party prior to its receipt from the disclosing Party; (b) is or becomes public knowledge without fault of the receiving Party; (c) is acquired by the receiving Party from a third party with good legal title thereto and without binder of secrecy; (d) is independently developed by the receiving Party; (e) is used or disclosed with the prior written approval of the disclosing Party; or (f) is disclosed pursuant to the requirement or request of U.S. or other governmental agency. If such a requirement or request is presented by the U.S. or other governmental agency, Consultant will immediately notify Client and will give Client a reasonable opportunity to contest or dispute such disclosure if they deem necessary. The obligations stated under this clause shall survive the expiration or termination of this Agreement and any extension thereof for a period of two (2) years. All tangible forms and copies of the proprietary information, such as written documentation, delivered by either Party to the other pursuant to this Agreement shall be and remain the property of the issuing Party, and all such tangible information shall be properly returned to said Party or destroyed upon its written request. Any work papers, memoranda or other writings prepared by the receiving Party incorporating any or all of the information shall also be subject to the provisions of this Agreement.

GC-21 RESOLUTION OF DISPUTES

The Parties agree to attempt to resolve any dispute by direct negotiations and in good faith. If these negotiations prove unsuccessful, the following rules shall apply The Parties agree that this Agreement, and the performance or breach thereof, shall be governed and construed in accordance with the substantive and procedural laws of the State of Florida, United States of America. Any dispute, controversy, claim or difference arising out of or relating to, or resulting from this Agreement, its application or interpretation, or a breach thereof, which cannot be settled amicably by the Parties, shall be resolved definitively and exclusively by arbitration under the Rules of Procedure of the American Arbitration Association (the "Rules") then prevailing, which arbitration shall be held in Jacksonville, Florida. Arbitration shall be by a single arbitrator within thirty (30) calendar days after demand for arbitration, the arbitrator being chosen in accordance with the Rules. It is agreed that all documentary submissions, presentations and proceedings shall be in the English language. The decision of the arbitrator shall be final and binding on the parties, and judgment upon any award rendered may be entered in any court having jurisdiction thereof. Any time which elapses in attempting to resolve the dispute through either or both negotiation or arbitration shall extend day-for-day any applicable statute(s) of repose or limitation of actions. The Parties agree that this arbitration obligation shall survive the termination of this Agreement, whether by default or convenience. Notwithstanding anything to the contrary, (a) Consultant reserves the right to pursue and obtain injunctive or equitable relief from a court of law; (b) if a lawsuit or arbitration is brought against Consultant in a court of law and such claims involve, directly or indirectly, Client's work, Consultant reserves the right to join Client in such arbitration or lawsuit, and (c) if any claims by Client involve, directly or indirectly, the work or obligations of other persons, Consultant reserves the right to join such other persons to its arbitration or litigation with Client.

GC-22 ASSIGNMENT

Neither the Client nor the Consultant may delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other Party However, Consultant may assign rights to be paid amounts due to a financing institution if Client is promptly furnished a written notice and a signed copy of such assignment. If assigned, all covenants, stipulations and promises of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and legal representatives.

GC-23 TAXES

Unless otherwise stated in this Agreement, Client shall pay all taxes, levies, duties, and assessments of every nature due in connection with the Work under this Agreement required by law and hereby indemnifies and holds harmless Consultant from any liability on account of any and all such taxes, levies, duties, assessments, and deductions. Unless otherwise provided herein, the price of the Work includes all applicable federal, state and local taxes.

GC-24 COMPLIANCE WITH LAWS

The Parties will comply with applicable laws, statutes, ordinances, orders, rules and regulations of all governmental authorities having jurisdiction over the Work to be performed, and will have all licenses, permits, and other necessary documents for the performance of the Work.

GC-25 CHANGES

This Agreement may not be and shall not be deemed or construed to have been modified, amended, rescinded, canceled or waived in whole or part, except by written instruments signed by the Parties hereto. When, in the Consultant's opinion, any direction from Client or any other discovery or occurrence, constitutes a change to the Agreement terms, Consultant shall notify the Client immediately in writing to obtain a written instrument implementing the change. Upon request from Client, Consultant may be required at a later date to submit a formal written request including all necessary supporting documentation to justify the change. Notice of request for change must be given as soon as practical, and at all times must be given prior to any action being taken by Consultant on the changed Work or activity. A modification constitutes complete agreement between the Parties regarding any changes made to the Agreement.

GC-26 SUSPENSION

The Client may for any reason direct the Consultant to suspend performance of any part or all of the Agreement for an indefinite period of time. If any such suspension significantly delays progress or causes the Consultant additional direct expenses in the performance of the Agreement, not due to the fault or negligence of the Consultant, the compensation to the Consultant shall be adjusted by a formal modification to the Agreement and the time of performance shall be extended by the actual duration of the suspension.

GC-27 TERMINATION

This Agreement may be terminated by either Party upon seven (7) days' written 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.

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, compiling and transmitting such analyses, records and reports.

GC-28 RETENTION OF RECORDS

Consultant will retain all pertinent records relating to the services performed for a period of five (5) years following completion of the Work, during which period the records will be made available to the Client at all reasonable times.

GC-29 SUCCESSORS

All covenants, stipulations and promises in this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and legal representatives. Neither Party shall have the right to assign or otherwise transfer its rights or obligations under this Agreement except with the written consent of the other Party, provided, however, that a successor in interest by merger, by operation of law, assignment, purchase, or otherwise of the entire business of either Party, shall acquire all interest of such Party hereunder. Prohibited assignments shall be void at the option of the non-assigning Party.

HESTER GROUP

TO: Juanitta Clem, P.E.
Executive Vice President
England-Thims & Miller, Inc

FROM: Hester Clark

RE: **Lonnie Miller Park Community Outreach Services**

We are pleased to confirm the work plan and budget for the Lonnie Miller Park outreach services. We look forward to working with you.

Purpose of Work Plan
To provide community outreach activities and support services for the Lonnie Miller Park project in Jacksonville, FL, using established EPA Community Involvement guidelines. The tasks to be completed include: 1) assisting in planning and attending community meetings; and 2) assisting with general community outreach activities, mailings, fact sheets, updating mailing lists, and conducting door-to-door distribution of informational materials, as needed.

Task – Meeting Support for Public Meeting

- Hester Group will prepare for both an onsite meeting and Social Media Live formats to accommodate any quarantine requirements and to enhance participation from those not able to attend in person
- Contact meeting venue location and secure date(s) and time(s) for community meeting(s) as requested
- Coordinate with venue the use and availability of audio/visual equipment
- Create the agenda, prepare meeting presentation materials
- Bring audio/visual equipment, if needed
- Coordinate Court Reporter(s) as needed
- Prepare meeting signs, and sign-in sheets
- Prepare name badges, if requested, and bring office supplies
- Travel to and attend approximately Community Meeting
- Set-up of chairs and meeting equipment
- Break-down of chairs and meeting equipment
- Manage sign-in table and registration process for meetings
- Use the Live format to film the meeting, including Instagram Live and Facebook Live, You Tube Live
- Direct media or other special guests to appropriate COJ and/or ETM representatives
- Manage meeting notes and provide meeting summary
- Community meeting follow-up: send sign-in sheets and meeting photos, if requested, to COJ and/or ETM

Task – Mailer – Meeting Announcement

- Create a project summary/public notice document to distribute to residents
- Identify boundaries of distribution (how many homes) surrounding the project
- Manage reviews/approval process, Quality Assurance
- Coordinate printing and (meter) mailing

Task – Community Outreach

- Conduct door-to-door outreach activities, as needed, for distribution of informational materials
- Provide information for media and elected officials
- Create Social Media Page/Links as needed

Task Order 1

Labor Category	Hours	Descriptions	Assumptions
Meeting Support – Outreach Director	90	Contact meeting space location and secure date and time for community meetings; schedule Court Reporter, as needed; manage logistics for meetings; travel to and attend all meetings; prepare meeting sign-in sheets and meeting materials, set-up and break down of meeting space; follow-up, etc.	One public meeting; ETM/COJ will provide meeting date Virtual meeting options may be required
Mailer/Announcement – Outreach Director	76	Create public notice document to distribute to residents; determine distribution: manage printer	
Community Outreach – Outreach Director	60	Conduct door-to-door outreach activities (drop off meeting materials, etc.); media outreach, social media and elected officials as needed	Door-to-door outreach, as needed, to impacted residents
Total Hours	**226**		

Cost Summary

HESTER GROUP					
Task Order Work Plan					
Submitted to:	Juanitta Clem, P.E., ETM				
Community Involvement Support Services **Lonnie Miller Park Project**					

Summary of Cost

Description/Labor Category	**Hours**	**Rate**	**Subtotal**
Meeting Support – Outreach Director	90	$75.35	$6,781.50
Mailer/Announcement – Outreach Director	76	$75.35	$5,726.60
Community Outreach – Outreach Director	60	$75.35	$4,521.00
Subtotal Labor	226		$17,029.10
ODCs			$3,000.00
Travel			$0.00
Totals			**$20,029.10**