

6398-21
Amd 3

**THIRD AMENDMENT TO AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
ENGLAND-THIMS & MILLER, INC.
FOR
CLOSURE OF THE TRAIL RIDGE LANDFILL – PHASE 4**

THIS THIRD AMENDMENT is made and entered into in duplicate this 16 day of Sept., 2014, by and between the CITY OF JACKSONVILLE (hereinafter the “CITY”), a municipal corporation existing under the Constitution and the laws of the State of Florida, and ENGLAND-THIMS & MILLER, INC. (hereinafter the “CONSULTANT”), a Florida profit corporation with principal offices at 14775 Old St. Augustine Road, Jacksonville, Florida 32258, for consulting engineering services for closure of the Trail Ridge Landfill – Phase 4 (hereinafter the “Project”).

RECITALS:

WHEREAS, on September 12, 2011 the parties made and entered into City of Jacksonville Contract # 6398-21 (hereinafter the “Agreement”) for the Project; and

WHEREAS, said Agreement has been amended two (2) times previously; and

WHEREAS, said Agreement should be amended further by adding and incorporating **Exhibit “G”**, attached hereto and incorporated by this reference, so as to revise the Scope of Services; by adding and incorporating **Exhibit “H”**, attached hereto and incorporated herein by this reference, as a revised Contract Fee Summary; by making a conforming amendment; and, by increasing the City’s maximum indebtedness by \$568,876.27 to a new cumulative maximum not-to-exceed \$3,386,477.71, with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore

IN CONSIDERATION of the Agreement and of the mutual covenants and agreements hereinafter contained, the parties agree to amend said Agreement as follows:

1. The above-stated recitals are accurate, true, and correct and are made a part hereof and are incorporated herein by this reference.

2. Section 1.01.01. in said Agreement is amended in part by adding and incorporating **Exhibit "G"** so as to revise the Scope of Services and as amended shall read as follows:

"The **CONSULTANT** shall furnish all services, documents, drawings and other matters called for in this Agreement, as well as those contained in the "Scope of Services" attached hereto as **Exhibit A'**, **Exhibit 'C'**, **Exhibit 'E'**, and **'Exhibit 'G'** and by this reference made a part hereof. If any services, functions or responsibilities not specifically described in this Agreement and/or the Scope of Services are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the Scope of Services to the same extent and in the same manner as if specifically described in this Agreement. The Contractor shall be responsible for providing the equipment, supplies, personnel (including management, employees, and training), and other resources as necessary to provide the Services. The **CONSULTANT** accepts the special relationship established between itself and the **CITY** by this Agreement. The **CONSULTANT** covenants with the **CITY** that it is an expert in the design of the Project and will cooperate with Program Managers, Construction Managers, **CITY** representatives, and others in fostering the interests of the **CITY**. The

CONSULTANT shall employ sound business administration and superintendence to complete the Project in a manner consistent with the best interests of the CITY.”

3. Section 3.03 of said Agreement is amended in part by providing conforming language to reference new **Exhibit “H”** and as amended shall read as follows:

“The CONSULTANT shall submit invoices for payment or reimbursement under this subsection on an “as incurred” basis. Such invoices shall be combined with the CONSULTANT’s regular invoices as set forth the in Subsection 3.04 hereof. The cost of services provided by the CONSULTANT shall be paid at the rates (including direct labor, indirect costs and profit) shown in the “Contract Fee Summary Format” attached hereto as **Exhibit ‘B’, Exhibit ‘D’, Exhibit ‘F’, and Exhibit ‘H’**. The cost of services provided to the CONSULTANT by others shall be reimbursed at the invoiced amount without markup by CONSULTANT. Travel expenses, if provided for as a reimbursable expense in **Exhibit ‘B’, Exhibit ‘D’, Exhibit ‘F’, or Exhibit ‘H’**, shall be reimbursed only to the extent provided by Chapter 106, Part 7 of the Ordinance Code of the CITY. Travel expenses not specifically covered by said chapter shall be reimbursed only to the extent provided by the uniform policies and practices of the CITY.”

4. Section 3.06 of the Agreement is amended in part by increasing the City’s maximum indebtedness by \$568,876.27 to a new maximum not-to-exceed \$3,386,477.71, and as amended shall read as follows:

“3.06. The maximum indebtedness of the CITY for all fees, reimbursable items or other costs for Services provided by CONSULTANT pursuant to this Agreement shall not exceed the sum of **THREE MILLION THREE HUNDRED EIGHTY-SIX**

THOUSAND FOUR HUNDRED SEVENTY-SEVEN AND 71/100 DOLLARS
(\$3,386,477.71).”

5. Add and attach **Exhibit “G”** and **Exhibit “H”** to said Agreement and incorporate such exhibits therein.

SAVE AND EXCEPT as expressly amended in this instrument, the provisions, terms, and conditions of said Agreement shall remain unchanged and shall continue in full force and effect.

[Remainder of page is left blank intentionally. Signature page follows immediately.]

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day
Under Authority of Executive Order No. 2013-04

and year first above written.

ATTEST:

By James R. McCain, Jr. Corporation Secretary
By Karen Bowling Mayor
CITY OF JACKSONVILLE


In accordance with Section 24.103(e) of the *Ordinance Code*, of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

C. Ronald Belmont
Director of Finance
CITY Contract No. 6398-21, Amd. No. 3

Form Approved:

James R. McCain, Jr.
Office of General Counsel

WITNESS:

ENGLAND-THIMS & MILLER, INC.

By Gloria J. Stephens
Signature
Gloria J. Stephens
Type/Print Name
Assistant to CSO
Title

By Douglas C. Miller, P.E.
Signature
Douglas C. Miller, P.E.
Type/Print Name
Chief Strategy Officer
Title

EXHIBIT "G"

EXHIBIT 'G'

AMENDMENT 3

**SCOPE OF DESIGN AND CONTRACT ADMINISTRATION SERVICES
FOR TRAIL RIDGE LANDFILL**

**PHASE 4 – ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES
(DUE TO DELAY IN CONSTRUCTION COMPLETION)**

**JACKSONVILLE, FLORIDA
ETM Job No. E 11-019-P4**

BACKGROUND

The City of Jacksonville, Florida (COJ) owns Trail Ridge Landfill, (TRLF) located on the west side of Duval County, Florida. This landfill has been used for purposes of disposing municipal waste since the early 1990s. This facility is located west of State Road 301 and has a landfill footprint of approximately 144 acres. This facility is required to close in phases within 180 days of final waste placement in each unit, in accordance with the FDEP Solid Waste Permit. Approximately 26 acres of area was designed (Phase 4). After the Phase 4 Area is closed there will be approximately 75 acres of TRLF remaining to be closed over the next 4 to 6 years.

This Phase 4 closure was started by a previous contractor; however, this contractor did not complete the closure and the project was delayed. COJ has rebid this closure. ETM has included additional services in this fee proposal, due to the delay. These additional services include preparing bid documents for the rebid, monitoring the site during the delay and providing COJ with consulting services as requested.

Scope of Project – Closure Phase 4, Construction Services

(Continuation of Contract Administration – due to delay in construction completion)

The basis of work for this contract is the Project Specifications for the Trail Ridge Landfill Incremental Closure (Closure Phase 4) prepared by ETM (England, Thims & Miller, Inc.) and the Engineering Plans for the Trail Ridge Landfill Incremental Closure (Closure Phase 4) prepared by ETM, plans dated: May 1, 2014 as well as the Florida Department of Environmental Protection (FDEP) approved Quality Control / Quality Assurance Plan.

1.1 Contract Administration

ETM shall perform Contract Administration services for the closure of Phase 4. These services shall include review of the shop drawings, as submitted by the contractor. ETM shall meet with both the COJ and the contractor for a Pre-Construction meeting. During

EXHIBIT "G"

Mr. Jeff Foster Department of Public Works - Solid Waste Division
Re: Additional Construction Administration Services (Due To Delay In Construction Completion)

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construction, ETM shall meet with the contractor on a weekly basis to review the project schedule and to address issues that arise during construction. ETM shall prepare monthly reports, which will include a weekly summary, a monthly summary and representative ground and aerial photographs (from previous month) to have a photographic record as the job progresses. ETM shall also review the monthly payment request submitted by the contractor.

1.2 Construction Management

During construction, ETM shall have a full time field representative onsite to observe the closure construction. The field representative shall coordinate with the contractor and review the work as it progresses. Moreover, the field representative shall observe the contractor's work to verify substantial compliance with the contract plans, specifications and design concepts. However, it should be noted that this monitoring does not mean that ETM will observe placement of all materials. Full time monitoring services means that ETM will have an employee assigned to the site during construction hours. COJ agrees that ETM will not be expected to make exhaustive or continuous on-site inspections but periodic observations appropriate to the construction stage shall be performed. COJ further agrees that ETM will not assume responsibility for the contractor's means, methods, techniques, project safety, sequences or procedures of construction, and it is understood that the field services provided by ETM will not relieve the contractor of his responsibility for performing the work in accordance with the contract plans and specifications.

Once the closure construction for Phase 4 is complete, ETM shall schedule a final walk through with the contractor and COJ and shall prepare a punch list to be given to the contractor for final completion. Upon completion of the punch list, ETM shall review these items in the field to ensure that the punch list is complete and notify COJ once all of the construction deficiencies are resolved.

COJ agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site to the extent they are under its direct control, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by ETM is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

1.3 Quality Control / Quality Assurance / Certification

Prior to Construction, ETM's subcontractor Meskel and Associates, Engineering (MAE) shall perform testing as may be require to prequalify the contractor's proposed borrow pit. This prequalification will help ensure that the source of materials that are used for the closure meets the project specifications. During Construction, MAE shall have a full time field representative onsite to observe the closure construction (Phase 4) for the purpose of

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Quality Control and Quality Assurance (QA / QC). This field representative shall review Geotechnical reports and the QA / QC Asbuilts to ensure that each layer of cover material is in compliance with the approved FDEP QA / QC Plan and the project specifications. Upon completion of the project, ETM and MAE shall prepare a final report and the certification package which will be finalized and submitted to the FDEP for review and approval.

Laboratory Material Testing and qualifications shall be performed by the MAE, in accordance with the project plans, project specifications and the FDEP approved Quality Control and Quality Assurance Plan. This includes providing a field technician during the estimated schedule on-site as needed to provide onsite testing and sampling. A detailed scope of services and fee schedule prepared by MAE is attached.

ITEMS NOT INCLUDED:

1. Const. Stakeout & Verification of locations
2. General Conditions (by COJ)
3. Form of Contract (by COJ)
4. Design and Specifications for Gas Management System
5. Groundwater Monitoring or Testing
6. Wetland Assessment or Surveys
7. Turbidity Monitoring or Testing
8. Permit Fees
9. CEI Services beyond Phase 4

EXHIBIT "H"

**CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA**

PART I - GENERAL

1. Project - Trail Ridge Landfill TRLF - Phase 4 Closure CEI (Amendment 3)	2. Proposal No. RFP No. P-16-11
ETM - England-Thims & Miller, Inc.	4. Date of Proposal 5/12/2014

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	\$ 74.52	49	\$ 3,651.48	
Project Manager	\$ 50.91	286	\$ 14,560.26	
Designer	\$ 28.85	20	\$ 577.00	
Sr. Field Engineer	\$ 40.17	26	\$ 1,044.42	
Clerical / Admin.	\$ 20.62	174	\$ 3,587.88	
TOTAL DIRECT LABOR	\$ 42.20	555		\$ 23,421.04
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate 150 % x Total Direct Labor				\$ 35,132.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$ 58,553.04
8. PROFIT: Labor Related Costs (Item 7) x 10%				\$ 5,855.00
9. SUBCONSULTANT COORDINATION: Items 11 5%				

PART III - OTHER COSTS

10. Miscellaneous Direct Costs				
Original Media	\$	0.00		
Reproduction	\$	2,515.00		
Transportation	\$	4,895.00		
Shipping	\$	1,250.00		
Sr Field Engineer Expenses	\$	11,700.00		
Misc	\$	1,962.55		
MISCELLANEOUS DIRECT COSTS SUB-TOTAL	\$			\$ 22,322.55
11. SUBCONTRACTS (Lump Sum)				
SUB-CONTRACT SUB-TOTAL				\$ -
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)				\$ 86,730.59
12. Reimbursable Costs - Limiting Amount				
Construction Management - Closure Phase 4 (Hourly)	\$	210,046.79		
Quality Control / Quality Assurance / Certification - Closure Phase 4	\$	100,897.34		
QA / QC Testing Sub (Meskel & Associates, Inc.)	\$	171,201.55		
SUB-TOTAL REIMBURSABLES	\$			\$ 482,145.68

PART IV - SUMMARY

TOTAL Amount of Amendment 3 (Lump Sum Plus Reimbursables) (Items 5 thr	\$ 568,876.27
13. PRIOR CONTRACT AMOUNT (throug Amendment 2)	\$ 2,817,601.44
AMENDED AMOUNT OF CONTRACT	\$ 3,386,477.71

EXB 'H'

Contract Administration - Closure Phase 4

Project Name: **TRLF - Phase 4 Closure CEI (Amendment 3)**
 Consultant: **ETM - England-Thims & Miller, Inc.**
 Etm Job No. **E 11-016**

Scott Jordan Lockwood, P.E.
05/12/14

Item	No. of Units	Unit Type	Hours / Unit	Total Hours	Direct Rate	Direct Cost	Comments
1 Project Management							
Principle	20	Weeks	2	40	\$ 74.52	\$ 2,980.80	
Project Manager	20	Weeks	4	80	\$ 50.91	\$ 4,072.80	
Admin	20	Weeks	4	80	\$ 20.62	\$ 1,649.60	
2 Review Shop Dwgs.							
Project Manager	1	Submittals	20	20	\$ 50.91	\$ 1,018.20	
Sr. Field Engineer	1	Submittals	20	20	\$ 40.17	\$ 803.40	
3 Pre Construction Meeting							
Principle	1	Meeting	4	4	\$ 74.52	\$ 298.08	
Project Manager	1	Meeting	6	6	\$ 50.91	\$ 305.46	
Sr. Field Engineer	1	Meeting	6	6	\$ 40.17	\$ 241.02	
Admin	1	Meeting	4	4	\$ 20.62	\$ 82.48	
4 Weekly Meetings / Reports							
Project Manager	20	Weeks	6	120	\$ 50.91	\$ 6,109.20	
Designer	20	Weeks	1	20	\$ 28.85	\$ 577.00	
Admin	20	Weeks	2	40	\$ 20.62	\$ 824.80	
5 Monthly Reports							
Principle	5	Months	1	5	\$ 74.52	\$ 372.60	
Project Manager	5	Months	10	50	\$ 50.91	\$ 2,545.50	
Admin	5	Months	8	40	\$ 20.62	\$ 824.80	
6 Monthly Payment Applications							
Project Manager	5	Months	2	10	\$ 50.91	\$ 509.10	
Admin	5	Months	2	10	\$ 20.62	\$ 206.20	
				555			

EXHIBIT "H"

Construction Management - Closure Phase 4 (Hourly)

Project Name:

TRLF - Phase 4 Closure CEI (Amendment 3)

Consultant:

ETM - England-Thims & Miller, Inc.

Etm Job No.

E 11-016

Scott Jordan Lockwood, P.E.

05/12/14

Item	No. of Units	Unit Type	Hours / Unit	Total Hours	Direct Rate	Direct Cost	Comments
1 On Site Construction Management							
Principle	20	Weeks	2	40	\$ 74.52	\$ 2,980.80	
Project Manager	20	Weeks	8	160	\$ 50.91	\$ 8,145.60	
Sr. Field Engineer	20	Weeks	30	600	\$ 40.17	\$ 24,102.00	
3 Additional Services / Provide due Construction Delay and Rebid							
Principle	1	Task	211	211	\$ 74.52	\$ 15,723.72	
Project Manager	1	Task	128.75	128.75	\$ 50.91	\$ 6,554.66	
Sr. Field Engineer	1	Task	466	466	\$ 40.17	\$ 18,719.22	
Admin	1	Task	7.5	7.5	\$ 20.62	\$ 154.65	
			813.25				\$ 41,152.25
							\$ 61,728.38
							\$ 102,880.63
							\$ 10,288.06
							\$ 113,168.69
Totals (Direct Labor)			1666.5	1613.3		\$ 76,380.65	
Overhead (150% x Direct Labor)						\$ 114,570.98	
Subtotal (Labor + Overhead)						\$ 190,951.63	
Profit (10%)						\$ 19,095.16	
Total						\$ 210,046.79	

EXHIBIT "H"

Quality Control / Quality Assurance / Certification - Closure Phase 4

Project Name: **TRLF - Phase 4 Closure CEI (Amendment 3)**

Consultant: **ETM - England-Thims & Miller, Inc.**

Etm Job No. **E 11-016**

Scott Jordan Lockwood, P.E.
05/12/14

Item	No. of Units	Unit Type	Hours / Unit	Total Hours	Direct Rate	Direct Cost	Comments
1 Borrow Pit Pre-Qualifications							
Principle	1	Task	2	2	\$ 74.52	\$ 149.04	
Project Manager	1	Task	10	10	\$ 50.91	\$ 509.10	
Sr. Field Engineer	1	Task	20	20	\$ 40.17	\$ 803.40	
2 QA / QC During Construction							
Principle	20	Weeks	2	40	\$ 74.52	\$ 2,980.80	
Project Manager	20	Weeks	8	160	\$ 50.91	\$ 8,145.60	
Sr. Field Engineer	20	Weeks	30	600	\$ 40.17	\$ 24,102.00	
Totals (Direct Labor)			72	832		\$ 36,689.94	
Overhead (150% x Direct Labor)						\$ 55,034.91	
Subtotal (Labor + Overhead)						\$ 91,724.85	
Profit (10%)						\$ 9,172.49	
Total						\$ 100,897.34	

Subconsultants - Closure Phase 4

Project Name:
 Consultant:
 Etm Job No.

TRLF - Phase 4 Closure CEI (Amendment 3)

ETM - England-Thims & Miller, Inc.
 E 11-016

Prepared by: Scott Jordan Lockwood, P.E
 Date: 05/12/14

Item	No. of Units	Hours / Units	Total Hours	Rate	Cost	Comments	
1 QA / QC Asbuilt Surveying Robert M. Angas Associates, Inc.							
2 QA / QC Testing Meskel and Associates, Inc.					\$ 171,201.55		
TOTALS						\$ 171,201.55	

EXHIBIT "H"

Manhours Projections (Lump Sum Tasks)

Project Name:
Consultant:
Etm Job No.

TRLF - Phase 4 Closure CEI (Amendment 3)
ETM - England-Thims & Miller, Inc.
E 11-016

By: Scott Jordan Lockwood, P.E
Date: 05/12/14

No. / Activity	Principal Rate = \$74.52		Project Manager Rate = \$50.91		Designer Rate = \$28.85		Sr. Field Engineer Rate = \$40.17		Clerical / Admin Rate = \$20.62	
	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost
I #REF!	49	\$3,651.48	286	\$14,560.26	20	\$577.00	26	\$1,044.42	174	\$3,587.88
TOTAL	49	\$3,651.48	286	\$14,560.26	20	\$577.00	26	\$1,044.42	174	\$3,587.88

No. / Activity							Man Hours by Activity	Salary Cost by Activity	Avg. Hourly Cost	Salary Cost Dist. %
I #REF!							555	\$23,421.04	\$42.20	100.0
TOTAL							555	\$23,421.04	\$42.20	100.0

EXHIBIT "H"

Miscellaneous Expenses and Direct Cost

Project Name:
Consultant
Etm Job No.

TRLF - Phase 4 Closure CEI (Amendment 3)
ETM - England-Thims & Miller, Inc.
E 11-016

Prepared by: Scott Jordan Lockwood, P.E
Date: 05/12/14

Item Description						Item Total	COMMENTS	
Original Mylar Reproducibles						Sheets @ \$0.00 Per Sheet =		Not in scope
Project Electronic Files on CD						0 CD's @ \$100.00 Per CD		
Reproduction (Black Lines and Photocopies)								
	Sets	24 x 36	11"x17"	8 1/2" x 11"	Cost			
Monthly Reports (Phase 4) (5 Months @ 15 copies)	75			3,900	\$390.00		24" x 36" B&W @ \$1 / Sheet	
Color Maps and Aerials (Various Reports, Etc)	10	50	500	500	\$2,125.00		11" x 17" B&W @ \$0.25 / Sheet	
					\$0.00		8.5" x 11" B&W @ \$0.10 / Sheet	
					\$0.00		24" x 36" Color @ \$25 / Sheet	
					\$0.00		11" x 17 Color @ \$1.25 / Sheet	
					\$0.00		8.5" x 11" Color @ \$0.50 / Sheet	
	Totals	50	500	4,400		\$2,515.00		
Sr. Field Engineer Expenses								
Vehicle used by Sr. Field Engineer						\$1150 @ 9 months =	\$10,350.00	Includes Insurance Gas Etc.
Cell Phone used by Sr. Field Engineer						\$150 @ 9 months =	\$1,350.00	
Total							\$11,700.00	
Miscellaneous Expenses								
Aerial Photographs (Flown by Aerial Pic Monthly)						\$125 @ 9 months =	\$962.55	
Miscellaneous Items (Equipment / Laptops , etc).							\$1,000.00	
Totals							\$1,962.55	
Travel From: Consultant Office Location to Destination (Round Trip Miles)								
Destination (Trips by Principle, Project Manager, etc)		# Trips		Per Mile				
Project Site		80 x 85	miles x	\$0.55	=	\$3,740.00		
City of Jacksonville		10 x 40	miles x	\$0.55	=	\$220.00		
Coord. Meetings		20 x 85	miles x	\$0.55	=	\$935.00		
						Subtotal	\$4,895.00	
Shipping						25 Deliveries @ \$ 50.00 Each	\$1,250.00	
TOTAL COST							\$22,322.55	

EXHIBIT "H"

