**Grants & Contracts - Transmittal Memo** 

DATE: January 28, 2019

FROM: Purchasing Division, Contracts

TO: Patrick Irby

CONTRACT #: 7436

VENDOR: Jones Edmunds

DESCRIPTION: #7436 Jones Edmunds 2<sup>nd</sup> Amendment Continuing Services for Annual

Landfill Compliance Monitoring extending term to 9/30/2020, updating

GMW, Scope of Service

RFP17-140

APPROVED BY: Board of County Commissioners

APPROVAL DATE: January 22, 2019

RECEIVED ON: January 28, 2019

TERM START: January 22, 2019

TERM END: September 30, 2020

AMOUNT: \$232,098.00

17-140

RFP/BID #:

POR#

(ENCUMBERANCE)

ACTIONS REQUIRED: Please forward a copy to the vendor & retain a copy for your files.

Prepared: March 2017 Revised: April 2018

# SECOND AMENDMENT TO CONTINUING SERVICES AGREEMENT #7436 BETWEEN ALACHUA COUNTY AND JONES EDMUNDS & ASSOCIATES, INC. FOR ANNUAL LANDFILL COMPLIANCE MONITORING

#### WITNESSETH:

WHEREAS, in the County issued Request for Proposal (RFP) #17-140 seeking proposals from licensed professionals for the provision of Annual Landfill Compliance Monitoring and Solid Waste and Resource Recovery Consulting Services; and

WHEREAS, after evaluating and considering all timely proposals received in response to RFP #17-140, the County identified the Professional as the top ranked firm and entered into the Continuing Services Agreement between Alachua County and Jones Edmunds & Associates for Annual Landfill Compliance Monitoring dated February 14, 2017 (the "Agreement") with a Term extending through September 30, 2018; and

WHEREAS, the Parties entered a First Amendment to Agreement dated March 13, 2018 (the "First Amendment"), through which the Parties updated the Scope of Services contained in the Agreement, updated the Compensation provision with the inclusion of a not to exceed Agreement Price, and updated the Agreement to include the Alachua County Code of Ordinances, Chapter 22, Article III ("Wage Ordinance") with the new Alachua County Minimum Wage; and

**WHEREAS**, the County now elects to exercise its first option to renew the Term of the Agreement for a two year period commencing upon execution of this Second Amendment through September 30, 2020 ("First Renewal Option Term"); and

WHEREAS, the Parties also wish to amend the Agreement to update the Scope of Services for the services to be rendered to Alachua County in Fiscal Years 2019 and 2020, and to reflect the FY 2019 increase to the Alachua County Minimum Wage as mandated by the Alachua County Code of Ordinances, Chapter 22, Article III ("Wage Ordinance").

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties hereby agree to amend the Agreement as follows:

- A. PARAGRAPH #1 of the Agreement, Term, is amended and replaced in its entirety to read:
  - 1. <u>Term</u>. The County has elected to exercise its first option to renew the Term of the Agreement. Accordingly, the Term of the Agreement is renewed upon execution of this Second Amendment through and ending September 30, 2020 (the "First Renewal Option Term), unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for one (1) additional two (2) year term at the terms and conditions outlined herein.

The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The Parties hereto understand that this Agreement is not a commitment of future appropriations.

- B. **ATTACHMENT A** of the Agreement, **Scope of Service**, is hereby deleted in its entirety and replaced with the revised Attachment A, which is attached to this Second Amendment.
- C. PARAGRAPH #6 of the Agreement, Alachua County Minimum Wage, is amended and replaced in its entirety to read:
  - 6. Alachua County Minimum Wage: The Work performed through this Agreement is considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances ("Wage Ordinance"), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. "Covered Employees," as defined in Sec. 22.45 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Contract.
    - 6.1. Current required Alachua County Government Minimum Wage is \$13.50 per hour when health benefits are provided at the equivalent value of \$2.10 per hour and \$15.60 when health benefits are not provided (collectively, the "Minimum Wage").
    - 6.2. The County may amend the applicable Minimum Wage on or before October 1st of each year.
    - 6.3. The Professional must provide certification, **Attachment D**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as well as ensuring that it will require the same of its subcontractors throughout the duration of the Agreement.
    - 6.4. The Professional shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Professional is responsible to make any person submitting a bid for a subcontract for covered Work aware of the requirements.

- 6.5. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statues.
- 6.6. The Professional will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the Professional and subcontractor.
- E. Attachment **D** to the Agreement, Certification of Meeting Alachua County Minimum Wage Ordinance, referenced in Section #5 of the Agreement, Alachua County Minimum Wage, is hereby deleted in its entirety and replaced with the revised Attachment **D**, which is attached to this Second Amendment.
- F. This Second Amendment is effective upon execution by all Parties.
- G. SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Agreement shall be and remain in full force and effect.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

	ALACHUA COUNTY, FLORIDA
	By: Club & Clitter
	Charles Chestnut, IV, Chair
	Board of County Commissioners
	Date: 1/22/19
ATTEST:	APPROVED AS TO FORM
J.K. "Jess" Irby, Esq., Clerk	Alachua County Attorney's Office
(SEAL)	
	JONES EDMUNDS &
ATTEST	ASSOCIATES, INC.
. 1. 1. 10	1
By: Jun Syler	By:
	0,
Print: <u>Linda Lyles</u>	Print: <u>Stanley F. Ferreira, Jr., PE</u>
Title: January 2, 2019	Title: President & CEO
	Date: January 2, 2019
	K Venal 10/24/2018

IF THE PROFESSIONAL IS INCORPORATED OR NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF ENCUMBANCY AND AUTHORIZATION, OR A CORPORATE RESOLUTION, STATING THAT THE INDIVIDUAL EXECUTING THIS AGREEMENT IS AUTHORIZED TO EXECUTE IT ON BEHALF OF YOUR CORPORATION. IF NOT INCORPORATED, THE VENDOR'S SIGNATURE SHOULD BE NOTARIZED.

#### **ATTACHMENT "A"**

# ALACHUA COUNTY SCOPE OF SERVICES FOR FISCAL YEAR 2019 AND FISCAL YEAR 2020 ANNUAL LANDFILL COMPLIANCE MONITORING SERVICES

OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2020

#### Alachua County Scope of Services for Fiscal Year 2019 and Fiscal Year 2020 Annual Landfill Compliance Monitoring Services October 1, 2018 through September 30, 2020

#### 1.0 OVERVIEW

The scope of work is to conduct Annual Landfill Compliance Monitoring Services for the Alachua County Solid Waste and Resource Recovery Department (ACSWRRD). Landfill Compliance Monitoring includes field sample collection, subcontract laboratory analysis, and reporting results to the Florida Department of Environmental Protection (FDEP) and the ACSWRRD. This work will be conducted from Fourth Quarter 2018 through Third Quarter 2020 – Fiscal Year 2019 and Fiscal Year 2020.

The four sites are Southwest Landfill, Northwest Landfill, Northeast Landfill, and the Auxiliary Northeast Landfill. The ACSWRRD tracks the landfill account for the Southwest Landfill separate from the other three closed landfills. The requirements, schedule, and costs for the Southwest Landfill are provided in Section 1.0. This information for the other three closed landfills is provided in Section 2.0. A summary of Annual Landfill Compliance Monitoring Services Costs and Unit Prices for Contingency Items (Laboratory Analyses) are provided in Section 3.0. A Standard Hourly Rate Schedule and a Reimbursable Expense Schedule for Contingency Services are provided in Exhibit 1.

### SECTION 1.0 SOUTHWEST LANDFILL

#### 1.0 SOUTHWEST LANDFILL

Compliance monitoring will be conducted according to Permit Minor Modification No. 162541-021-SF (Date of Modification: October 27, 2015). This work will be conducted from Fourth Quarter 2018 through Third Quarter 2020 – Fiscal Year 2019 and Fiscal Year 2020 - according to the schedule in Section 1.0 – Table 1.0. Sampling requirements are shown below.

Station	Southwest Landfill -SWLF Permit Appendix 3.3 - Groundwater Parameters	Water Level
Groundwater Moni	toring Wells	
SW-1SN	S	S
SW-1DN	S	S
SW-2D	S	S
SW-3D	S	S
SW-4D	S	S
SW-5D	S	S
SW-6D	S	S
SW-7D	S	S
SW-8D	S	S
SW-9D	S	S
SW-10D	S	S
SW-11D	S _	S
SW-13D	S	S
SW-15D	S	S
SW-P5	S	S
SW-P8	S	S
Water Level Only V	Wells	
SW-2SN		S
SW-3SN		S
SW-5S		S
SW-9S		S
SW-P2		S
SW-P3		S
SW-P9		S
SW-P12		S
SW-P15		S
SW-P20		S
SW-12D		S
SW-16D		S

S = Semiannual requirement.

#### Additional Requirements

• <u>Permit Expiration/Renewal</u>: The permit for this landfill expires August 13, 2023. Permit renewal is due by June 13, 2023. Costs for permit renewal or permit modification are not included in this Scope of Services.

- <u>Technical Report</u>: The Technical Report is due June 13, 2023. Costs for the Technical Report are not included in this Scope of Services.
- <u>Stabilization Report</u>: The Stabilization Report is due June 13, 2023. Costs for the Stabilization Report are not included in this Scope of Services.
- Long-Term Care Plan: An update of the Long-Term Care Plan is due June 13,
   2023. Costs for the Long-Term Care Plan update are not included in this Scope of Services.

#### 1.1 CONTINGENCY

Contingency items for landfill compliance monitoring may include:

- Resampling or additional sampling to verify analytical results from the scheduled sampling events. Additional sampling may be requested by the ACSWRRD for informational purposes, or by FDEP.
- Significant written responses to FDEP review of the compliance monitoring reports.
- General support to the ACSWRRD for other items and projects not related to the routine sampling or reporting requirements.

#### 1.2 EXCLUSIONS AND CONDITIONS

Work for the Annual Landfill Compliance Monitoring Scope of Services is specifically listed in this document. For additional Environmental Services that may be necessary to support the ACSWRRD not specifically listed in this document, a separate Work Order or Task Assignment will be prepared.

#### 1.3 COMPENSATION

Compensation for Annual Landfill Compliance Monitoring Services as listed in this document will be invoiced to the ACSWRRD at the lump-sum unit costs listed in Section 1.0 - Table 2.0, Table 3.0, and Table 4.0.

Additional laboratory analyses beyond those listed in Table 3.0 will be invoiced to the ACSWRRD as listed in Section 3.0 - Table 2.0. Laboratory analyses not listed in Table 2.0 will be invoiced to the ACSWRRD at Cost plus 10%.

Contingency items referenced in Section 1.1 will be invoiced to the ACSWRRD at a time-and-materials basis as listed in Exhibit 1. This includes the attached "Standard Hourly Rates" schedule and the "Reimbursable Expense Schedule".

#7436 SECOND AMENDMENT TO AGREEMENT BETWEEN ALACHUA COUNTY AND JONES EDMUNDS & ASSOCIATES INC., FOR LANDFILL COMPLIANCE MONITORING

**SECTION 1.0** 

**TABLES** 

## Annual Landfill Compliance Monitoring Services - Fiscal Year 2019 and Fiscal Year 2020 Section 1.0 - Attachment A - Table 1.0 - Schedule

	Sampling Deadline	Reporting Deadline
outhwest Landfill		
First Semiannual 2019	2/8/2019	+ 60 Days*
Second Semiannual 2019	8/12/2019	+ 60 Days*
First Semiannual 2020	2/8/2020	+ 60 Days*

# Annual Landfill Compliance Monitoring Services - Fiscal Year 2019 and Fiscal Year 2020 Section 1.0 - Attachment A - Table 2.0 - Unit Prices for Sampling Events at Alachua County Landfills

Description	Quantity	Unit	U	Init Price	Total
Lord Still Councilies - First Couries and 19010					
Landfill Sampling - First Semiannual 2019					
Southwest Landfill	1	each	\$	6,290.00	\$ 6,290.00
Landfill Sampling - Second Semiannual 2019					
Southwest Landfill	1	each	\$	5,530.00	\$ 5,530.00
Landfill Sampling - First Semiannual 2020					
Southwest Landfill	1	each	\$	6,290.00	\$ 6,290.00
Landfill Sampling - Second Semiannual 2020					
Southwest Landfill	1	each	\$	5,530.00	\$ 5,530.00
Total Price Submitted	-				\$ 23,640.00

#### Annual Landfill Compliance Monitoring Services - Fiscal Year 2019 and Fiscal Year 2020 Section 1.0 - Attachment A - Table 3.0 - Unit Prices for Laboratory Analysis at Alachua County Landfills

Parameter	Southwest Landfill	Estimated Total  Quantity <sup>1</sup>	Unit	Unit Price		Total
	_					
Ammonia	0	0	each	\$ 9	30 \$	
Unionized Ammonia	0	0	each	\$ 19	80 \$	
Bicarbonate	0	0	each	\$ 9	30 \$	-
Biochemical Oxygen Demand (BOD5)	0	0	each	\$ 17	30 \$	-
Chemical Oxygen Demand	0	0	each	\$ 17	30 \$	-
Chloride	72	72	each	\$ 9	30 \$	669.60
Chlorophyll A	0	0	each	\$ 49	50 \$	<u>-</u>
Fecal Coliform	0	0	each	\$ 23	10 \$	1-
Nitrate	0	0	each	\$ 17	30 \$	-
Nitrate + Nitrite	36	36	each	\$ 17	30 \$	622.80
Total Dissolved Solids	72	72	each	\$ 8	10 \$	583.20
Total Hardness	0	0	each	\$ 11	00 \$	_
Total Nitrogen	0	0	each	\$ 38	50 \$	-
Total Organic Carbon	0	0	each	\$ 17	30 \$	-
Total Phosphorus	0	0	each	\$ 20	80 \$	
Total Suspended Solids	0	0	each	\$ 9	30 \$	-
Arsenic	24	24	each	\$ 8	10 \$	194.40
Cadmium	0	0	each	\$ 8	10 \$	_
Chromium	28	28	each	\$ 8	10 \$	226.80
Copper	0	0	each	\$ 8	10 \$	
Iron	72	72	each	\$ 8	10 \$	583.20
Lead	0	0	each	\$ 8	10 \$	-
Mercury	0	0	each	\$ 13	90 \$	-
Mercury – Low Level	0	0	each		50 \$	- 4
Manganese	0	0	each	\$ 8	10 \$	
Nickel	32	32	each	\$ 8	10 \$	259.20
Sodium	0	0	each	+	10 \$	-
Thallium	40	40	each		10 \$	324.00
Vanadium	20	20	each	\$ 8	10 \$	162.00
Zinc	0	0	each	\$ 8	10 \$	-
Appendix I (Complete)	0	0	each	\$ 269	-+-	-
Naphthalene (EPA 602)	0	0	each		30 \$	_
EPA 504	0	0	each	\$ 39	90 \$	-
EPA 601	24	24	each		.00 \$	1,584.00
EPA 601/602	0	0	each	_ <del> </del>	80 \$	
EPA 504 Trip Blanks	0	0	each	\$	- 1	-
EPA 601 Trip Blanks	8	8	each	\$		-
EPA 601/602 Trip Blanks	0	0	each	\$		_
ELL COLOGN TUP BIGHING	· · · · · ·		24011	1 *	ΙΨ	
Total Price Submitted					\$	5,209.20

 $<sup>^{1}</sup>$  Quantities include the number of samples plus estimated number of Quality Assurance samples. Payment will be based on the number of samples actually analyzed.

#### Annual Landfill Compliance Monitoring Services - Fiscal Year 2019 and Fiscal Year 2020 Section 1.0 - Attachment A - Table 4.0 - Unit Prices for Reporting Events at Alachua County Landfills

Description	Quantity	Unit	U	Init Price		Total
Loudell Danastina First Consissant al 2010						
Landfill Reporting - First Semiannual 2019		1				
Southwest Landfill	1	each	\$	5,700.00	\$	5,700.00
Landfill Reporting - Second Semiannual 2019						
Southwest Landfill	1	each	\$	5,700.00	\$	5,700.00
Landfill Reporting - First Semiannual 2020			Ф	5 700 00	¢.	5 700 00
Southwest Landfill	1	each	<u> </u>	5,700.00	\$	5,700.00
Landfill Reporting - Second Semiannual 2020						
Southwest Landfill	1	each	\$	5,700.00	\$	5,700.00

# SECTION 2.0 NORTHWEST LANDFILL NORTHEAST LANDFILL AUXILIARY NORTHEAST LANDFILL

#### 2.0 NORTHWEST LANDFILL

Compliance monitoring will be conducted according to the renewed permit issued in 2018. As of the date of this Scope of Services, the permit renewal is being reviewed by FDEP. Items below are based on the proposed permit requirements. This work will be conducted from Fourth Quarter 2018 through Third Quarter 2020 – Fiscal Year 2019 and Fiscal Year 2020 – according to the schedule in Section 2.0 – Table 1.0. Sampling requirements are shown below.

Station	Northwest Landfill - NWLF Permit Attachment 3 - Groundwater Parameters - On-Site Monitoring Wells	Northwest Landfill - NWLF Permit Attachment 4 – Groundwater Parameters - Off-Site Monitoring Wells	Northwest Landfill - EPA 601, EPA 504, and Chloride	Water Level
On-Site Groundwate	<del></del>		1	
NW-1D	S			S
NW-5D	S			S
NW-6D	S			S
NW-7D	S			S
NW-8D	S			S
NW-9D	S			S
NW-10D	S			S
NW-11D	S			S
NW-21D	S			S
Off-Site Assessment	Wells			<u></u>
NW-14D		S		S
NW-15D		S	-	S
NW-16D		A (S1)		S
NW-17D		A (S1)		S
NW-18D		S		S
NW-19D		S		S
Off-Site Private Wel	lls			
Gorrick		S		-
NW-P26		S		= 1
NW-P27		S		S
NW-P28		S		S
NW-P30		S		S
NW-P38		S		-
NW-P40		S		e
Other Off-Site Wells	s – Not in Permit – Sampled	at County's Discretion		
NW-P56	<u> </u>	•	S	-
Bruck			S	-
Matilsky - House			A (S2)	-
Matilsky - Barn		· · · · ·	A (S2)	-
Watson			Š	-

Water Level Only Wells	
NW-3D	S
NW-4D	S
NW-12D	S
NW-13D	S
NW-20D	S

S = Semiannual requirement.

#### Additional Requirements

- <u>Permit Expiration/Renewal</u>: Costs for permit renewal or permit modification are not included in this Scope of Services.
- <u>Technical Report</u>: Costs for the Technical Report are not included in this Scope of Services.
- No additional Contamination Assessment actions are included in this Scope of Services.
- Significant changes from the above expected requirements once FDEP issues the permit may require an adjustment in the Scope of Services.

#### 2.1 NORTHEAST LANDFILL

Compliance monitoring will be conducted according to revised Permit No. 64601-010-SF (Date of Revision: August 18, 2015). This work will be conducted from Fourth Quarter 2018 through Third Quarter 2020 – Fiscal Year 2019 and Fiscal Year 2020 - according to the schedule in Section 2.0 – Table 1.0. Sampling requirements are shown below.

Station	Northeast Landfill - NELF Permit Appendix 3.4 - Groundwater Parameters	Naphthalene EPA 602	Northeast Landfill - NELF Permit Appendix 3.6 – Surface Water Parameters	Water Level
Groundwat	er Monitoring Wells			
NE-1SN	A (S2)	A (S2)		S
NE-2SN	A (S2)		·	S
NE-3SN	B (S2) (2020)			S
NE-6SN	A (S2)			S
NE-9SN	A (S2)			S
NE-10SN	A (S2)			S
NE-11SN	A (S2)			S
NE-16SN	A (S2)			S
NE-25SN	A (S2)			S
NE-27SN	S			S
NE-28SN	S			S

#7436 SECOND AMENDMENT TO AGREEMENT BETWEEN ALACHUA COUNTY AND JONES EDMUNDS & ASSOCIATES INC., FOR LANDFILL COMPLIANCE MONITORING

A = Annual requirement - in conjunction with First Semiannual (S1) or Second Semiannual Events (S2).

Station	Northeast Landfill - NELF Permit Appendix 3.4 - Groundwater Parameters	Naphthalene EPA 602	Northeast Landfill - NELF Permit Appendix 3.6 – Surface Water Parameters	Water Level
NE-29SN	S			S
NE-30SN	S			S
NE-31SN	S			S
NE-6I	B (S2) (2020)			S
Water Leve	el Only Wells			
NE-4SN				S
NE-13SN				S
NE-14SN				S
NE-15SN				S
NE-17SN				S
NE-18SN				S
NE-19SN				S
NE-20SN				S
NE-21SN				S
NE-22SN				S
NE-24SN				S
NE-26SN				S
NE-2I				S
NE-3I				S
NE-2D				S
NE-3D				S
	nter Stations			
NE-RTE			S	-

S = Semiannual requirement.

#### Additional Requirements:

- <u>Permit Expiration/Renewal</u>: The permit for this landfill expires July 29, 2025. Costs for permit renewal or permit modification are not included in this Scope of Services.
- <u>Technical Report</u>: The Technical Report is due August 31, 2020. Costs for the Technical Report will be provided under a separate Work Order and are not included in this Scope of Services.
- No additional Contamination Assessment actions are included in this Scope of Services.

#### 2.2 AUXILIARY NORTHEAST LANDFILL

Compliance monitoring will be conducted according to Permit Modification No. 75170-011-SO (Date of Issue: July 6, 2016). This work will be conducted from Fourth Quarter 2018 through Third Quarter 2020 #7436 SECOND AMENDMENT TO AGREEMENT BETWEEN ALACHUA COUNTY AND JONES EDMUNDS & ASSOCIATES INC., FOR LANDFILL COMPLIANCE MONITORING

A = Annual requirement - in conjunction with Second Semiannual Events (S2).

B = Biennial requirement – in conjunction with Second Semiannual Events (S2) – 2020.

- Fiscal Year 2019 and Fiscal Year 2020 - according to the schedule in Section 2.0 - Table 1.0. Sampling requirements are shown below.

Auxiliary Northeast Landfill - ANELF Permit Appendix 3.3 - Groundwater Parameters	Water Level
r Monitoring Wells	
S	S
S	S
S	S
S	S
S	S
S	S
S	S
S	S
S	S
S	S
S	S
S	S
Only Wells	
	S
	S
	S
	S
	S
	S
	S
	S
	S
	ANELF Permit Appendix 3.3 - Groundwater Parameters  r Monitoring Wells  S S S S S S S S S S S S S S S S S S

S = Semiannual requirement.

#### Additional Requirements:

- <u>Permit Expiration/Renewal</u>: The permit for this landfill expires July 1, 2021. Costs for permit renewal or permit modification are not included in this Scope of Services.
- <u>Technical Report</u>: The Technical Report is due April 30, 2021. Costs for the Technical Report are not included in this Scope of Services.
- No additional Contamination Assessment actions are included in this Scope of Services.

#### 2.3 CONTINGENCY

Contingency items for landfill compliance monitoring may include:

- Resampling or additional sampling to verify analytical results from the scheduled sampling events. Additional sampling may be requested by the ACSWRRD for informational purposes, or by FDEP.
- Significant written responses to FDEP review of the compliance monitoring reports.
- General support to the ACSWRRD for other items and projects not related to the routine sampling or reporting requirements.

#### 2.4 EXCLUSIONS AND CONDITIONS

Work for the Annual Landfill Compliance Monitoring Scope of Services is specifically listed in this document. For additional Environmental Services that may be necessary to support the ACSWRRD not specifically listed in this document, a separate Work Order or Task Assignment will be prepared.

#### 2.5 COMPENSATION

Compensation for Annual Landfill Compliance Monitoring Services as listed in this document will be invoiced to the ACSWRRD at the lump-sum unit costs listed in Section 2.0 - Table 2.0, Table 3.0, and Table 4.0.

Additional laboratory analyses beyond those listed in Table 3.0 will be invoiced to the ACSWRRD as listed in Section 3.0 - Table 2.0. Laboratory analyses not listed in Table 2.0 will be invoiced to the ACSWRRD at Cost plus 10%.

Contingency items referenced in Section 2.3 will be invoiced to the ACSWRRD at a time-and-materials basis as listed in Exhibit 1. This includes the attached "Standard Hourly Rates" schedule and the "Reimbursable Expense Schedule".

# SECTION 2.0 TABLES

## Annual Landfill Compliance Monitoring Services - Fiscal Year 2019 and Fiscal Year 2020 Section 2.0 - Attachment A - Table 1.0 - Schedule

	Sampling Deadline	Reporting Deadline
Northwest Landfill		
First Semiannual 2019	6/30/2019	+ 60 Days*
Second Semiannual 2019	12/31/2019	+ 60 Days*
First Semiannual 2020	6/30/2020	+ 60 Days*
Second Semiannual 2020	12/31/2020	+ 60 Days*
Northeast Landfill		
First Semiannual 2019	2/28/2019	+ 60 Days*
Second Semiannual 2019	8/31/2019	+ 60 Days*
First Semiannual 2020	2/28/2020	+ 60 Days*
Second Semiannual 2020	8/31/2020	+ 60 Days*
Auxiliary Northeast Landfill		
First Semiannual 2019	2/20/2019	+ 60 Days*
Second Semiannual 2019	8/20/2019	+ 60 Days*
First Semiannual 2020	2/20/2020	+ 60 Days*
Second Semiannual 2020	8/20/2020	+ 60 Days*

## Annual Landfill Compliance Monitoring Services - Fiscal Year 2019 and Fiscal Year 2020 Section 2.0 - Attachment A - Table 2.0 - Unit Prices for Sampling Events at Alachua County Landfills

Description	Quantity	Unit	J	Jnit Price	Total
Landfill Sampling - First Semiannual 2019					 
Northwest Landfill	1	each	\$	9,080.00	\$ 9,080.00
Northeast Landfill	1	each	\$	4,900.00	\$ 4,900.00
Auxiliary Northeast Landfill	1	each	\$	5,860.00	\$ 5,860.00
Landfill Sampling - Second Semiannual 2019					
Northwest Landfill	1	each	\$	8,320.00	\$ 8,320.00
Northeast Landfill	1	each	\$	5,750.00	\$ 5,750.00
Auxiliary Northeast Landfill	1	each	\$	5,130.00	\$ 5,130.00
Landfill Sampling - First Semiannual 2020 Northwest Landfill	1	a a a la	\$	0.090.00	\$ 0.090.00
	1	each		9,080.00	9,080.00
Northeast Landfill	1	each	\$	4,900.00	\$ 4,900.00
Auxiliary Northeast Landfill	1	each	\$	5,860.00	\$ 5,860.00
Landfill Sampling - Second Semiannual 2020					
Northwest Landfill	1	each	\$	8,320.00	\$ 8,320.00
Northeast Landfill	1	each	\$	5,750.00	\$ 5,750.00
Auxiliary Northeast Landfill	1	each	\$	5,130.00	\$ 5,130.00
Total Price Submitted				5/0	\$ 78,080.00

#### Annual Landfill Compliance Monitoring Services - Fiscal Year 2019 and Fiscal Year 2020 Section 2.0 - Attachment A - Table 3.0 - Unit Prices for Laboratory Analysis at Alachua County Landfills

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<sup>1</sup> Quantities include the number of samples plus estimated number of Quality Assurance samples. Payment will be based on the number of samples actually analyzed.

## Annual Landfill Compliance Monitoring Services - Fiscal Year 2019 and Fiscal Year 2020 Section 2.0 - Attachment A - Table 4.0 - Unit Prices for Reporting Events at Alachua County Landfills

Description	Quantity	Unit	Ţ	Jnit Price		Total
Landfill Reporting - First Semiannual 2019						
Northwest Landfill	1	each	\$	8,800.00	\$	8,800.00
Northeast Landfill	1	each	\$	5,370.00	\$	5,370.00
Auxiliary Northeast Landfill	1	each	\$	4,860.00	\$	4,860.00
Landfill Reporting - Second Semiannual 2019					-	
Northwest Landfill	1	each	\$	8,800.00	\$	8,800.00
Northeast Landfill	1	each	\$	6,670.00	\$	6,670.00
Auxiliary Northeast Landfill	1	each	\$	4,860.00	\$	4,860.00
Landfill Reporting - First Semiannual 2020 Northwest Landfill		each	\$	8,800.00	\$	8,800.00
Northeast Landfill	1	each	\$	5,370.00	\$	5,370.00
Auxiliary Northeast Landfill	1	each	\$	4,860.00	\$	4,860.00
Landfill Reporting - Second Semiannual 2020						
Northwest Landfill	1	each	\$	8,800.00	\$	8,800.00
Northeast Landfill	1	each	\$	6,670.00	\$	6,670.00
Auxiliary Northeast Landfill	1	each	\$	4,860.00	\$	4,860.00
Total Price Submitted					\$	78,720.00

#### **SECTION 3.0**

#### SUMMARY OF LANDFILL COMPLIANCE MONITORING COSTS

#### UNIT PRICES FOR CONTINGENCY LABORATORY ANALYSES

#### Annual Landfill Compliance Monitoring Services - Fiscal Year 2019 and Fiscal Year 2020 Section 3.0 - Attachment A - Table 1.0 - Cost Summary - Landfill Compliance Monitoring Services

Southwest Landfill	
Sampling Events - Total Price Submitted	\$ 23,640.00
Laboratory Analysis - Total Price Submitted	\$ 5,209.20
Reporting Events - Total Price Submitted	\$ 22,800.00
Subtotal	\$ 51,649.20

Northwest, Northeast, and Auxiliary Northeast Landfills						
Sampling Events - Total Price Submitted	\$	78,080.00				
Laboratory Analysis - Total Price Submitted	\$	34,313.80				
Reporting Events - Total Price Submitted	\$	78,720.00				
Subtotal	\$	191,113.80				

Total Price Submitted - Landfill Compliance Monitoring Services	\$	267,039.30
Contingency (10% of Subtotal)	\$	24,276.30
Total		242,703.00
Total	18	242,763.00

#### Annual Landfill Compliance Monitoring Services - Fiscal Year 2019 and Fiscal Year 2020 Section 3.0 - Attachment A - Table 2.0 - Unit Prices for Contingency Items at Alachua County Landfills

Parameter or Parameter Group	U	Unit Cost			
Ammonia	\$	9,30			
Unionized Ammonia	\$	19.80			
Bicarbonate	\$	9.30			
Biochemical Oxygen Demand (BOD5)  Chemical Oxygen Demand	\$	17.30			
Chloride  Chloride	\$	9.30			
	\$  \$				
Chlorophyll A Fecal Coliform		49.50			
	\$	23.10			
Nitrate	\$	17.30			
Nitrate + Nitrite	\$	17.30			
Total Dissolved Solids	\$	8.10			
Total Hardness	\$	11.00			
Total Nitrogen	\$	38.50			
Total Organic Carbon	\$	17.30			
Total Phosphorus	\$	20.80			
Total Suspended Solids -	\$	9.30			
Arsenic	\$	8.10			
Cadmium	\$	8.10			
Chromium	\$	8.10			
Copper	\$	8.10			
Iron	\$	8.10			
Lead	\$	8.10			
Mercury	\$	13.90			
Mercury – Low Level	\$	82.50			
Manganese	\$	8.10			
Nickel	\$	8.10			
Sodium	\$	8.10			
Thallium	\$	8.10			
Vanadium	\$	8.10			
Zinc	\$	8.10			
Appendix I (Complete)	\$	269.50			
Naphthalene (EPA 602)	\$	69,30			
EPA 504	\$	39.90			
EPA 601	\$	66.00			
EPA 601/602	\$	85.80			
Expedited Laboratory Analysis (1 week)		50%			
Expedited Laboratory Analysis (2 days)		100%			

#### **EXHIBIT 1**

# METHOD OF ADDITIONAL COMPENSATION STANDARD HOURLY RATE SCHEDULE



#### STANDARD HOURLY RATES Alachua County Landfill Compliance Monitoring Services October 1, 2017 through September 30, 2018 (FY 2018)

Labor Category	Hourly Rate
Project Officer	\$240
Senior Project Manager	\$205
Project Manager	\$170
Chief Engineer or Scientist	\$220
Senior Engineer	\$215
Senior Scientist	\$160
Project Engineer	\$170
Project Scientist	\$150
Engineer or Scientist	\$120
Engineer Intern or Associate Scientist	\$100
Designer	\$120
Senior CADD Designer	\$115
CADD Designer	\$100
Senior CADD Technician	\$90
CADD Technician	\$80
Systems Analyst	\$160
Senior GIS Analyst or Senior GIS Programmer	\$130
GIS Analyst or Programmer	\$100
Senior GIS Technician	\$80
GIS Technician	\$70
Senior Database Administrator	\$165
Database Administrator	\$125
Environmental Data Analyst	\$90
Senior Field Technician Environmental	\$95
Field Technician Environmental	\$85
Senior Construction Administrator	\$150
Construction Administrator	\$120
Senior Field Representative Construction	\$105
Field Representative Construction	\$85
Construction Project Coordinator	\$70
Senior Administrative Assistant	\$85
Administrative Assistant	\$65
Senior Technical Editor	\$110

Travel - Company Vehicle - \$0.60/mile plus 10% Travel - Personal Vehicle - IRS Standard Mileage Rate plus 10% Subconsultants - Cost plus 10%

730 NE Waldo Road | Gainesville, FL 32641 | Phone 352.377.5821 | Fax 352.377.3166 | www.jonesedmunds.com

# METHOD OF ADDITIONAL COMPENSATION REIMBURSABLE EXPENSE SCHEDULE



#### Alachua County Annual Laudfill Compliance Monitoring Services FY 2018

#### REIMBURSABLE EXPENSE SCHEDULE

Reproduction Costs	
Color Copies	
8-1/2 x 11 and 8-1/2 x 14	\$0.50 page
11x17	\$0.75 page
Black and White Copies	
8-1/2 x 11 and 8-1/2 x 14	<b>\$</b> 0.05 page
11x17	\$0.10 page
KIP Plotter	\$0.125 square foot
Mylars	actual cost + 10%
Office Supplies	
Project-specific office supplies	actual cost + 10%
Computer disks, tapes	actual cost + 10%
Equipment Rental	
GPS Equipment	\$5.00 hour
RTK Unit (Survey Grade)	\$25.00 hour
Equipment rental	actual cost +10%
Travel Expenses	13 2 2
Jones Edmunds vehicle	\$0.60 mile
Rental vehicle	actual cost + 10%
Personal vehicle mileage	current IRS rate + 10
Other travel expenses in accordance	
with FS Chapter 112.061	
Computer Services	
CADD	\$12.50 hour
GIS	\$5.00 hour
HYDR (Hydraulic Modeling)	\$7.50 hour
SKM Power	\$10.00 hour

Delivery Services

Subconsultant services

Couriers and delivery services (UPS, FedEx)

actual cost + 10%

actual cost + 10%

730 NE Waldo Road | Gainesville, FL 32641 | Phone 352.377.5821 | Fax 352.377.3166 | www.jonesedmunds.com

#### ATTACMENT D: Certification of Meeting Alachua County Wage Ordinance

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance ("Wage Ordinance").

Corporate Name: Jones Edmunds & Associates, Inc.

Address

730 NE Waldo Road

City/State/Zip

Gainesville, FL 32641

Phone Number

352-377-5821

Point of Contact\_Stanley F. Ferreira, Jr., PE, President & CEO

Project Description:

ATTEST (By Corporate Officer)

By: Mrw Vigil

Print: Kenneth S. Vogel, PE

Title: Managing Director &

Senior Vice President

CONTRACTO

Title: President & CEO

Date: January 2, 2019

IF THE PROFESSIONAL IS INCORPORATED OR NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF ENCUMBANCY AND AUTHORIZATION, OR A CORPORATE RESOLUTION, STATING THAT THE INDIVIDUAL EXECUTING THIS AGREEMENT IS AUTHORIZED TO EXECUTE IT ON BEHALF OF YOUR CORPORATION. IF NOT INCORPORATED, THE VENDOR'S SIGNATURE SHOULD BE NOTARIZED.



### ACTION BY CONSENT OF DIRECTORS OF JONES EDMUNDS & ASSOCIATES, INC.

The undersigned, being the members of the Board of Directors of Jones Edmunds & Associates, Inc., a Florida corporation (the "Company"), hereby take the following actions by written consent:

- Robert C. Edmunds shall serve as a Director and Secretary and Treasurer of the Company.
- Stanley F. Ferreira, Jr. shall serve as a Director and President, Chief Executive Officer, and Registered Agent of the Company.

Accordingly, it is resolved as follows:

- 1. Signature authority for signing contracts on behalf of the Company shall be as follows:
  - A. Douglas M. Toth, Senior Vice President and Managing Director, and Kenneth S. Vogel, Senior Vice President and Managing Director, shall be authorized to sign all contracts.
  - B. All members of the Board of Directors shall be authorized to sign all contracts.
  - C. Managing Directors shall be authorized to sign subcontracts with fees of \$10,000 or less provided there are no deviations from the Company's standard terms and conditions.
- 2. In the absence of the Secretary, Treasurer, or other authorized contract signer of the Company, a member of the Board of Directors may appoint an officer of the company to serve as Interim Secretary, Interim Treasurer, or authorized contract signer.
- 3. This Action by Consent may be signed in counterparts, each of which shall be considered an original, and which together shall constitute one and the same instrument. Facsimile copies and signatures shall be treated in all respects as original documents and signatures.

Dated August 7, 2018.

Director



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/6/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McLaughlin Brunson	CONTACT NAME:	Brian R Hadar				
A Risk Strategies Company 12801 N CENTRAL EXPY, STE 1710	PHONE (A/C, No. Ext):	(214) 503-1212	FAX (A/C, No):	(214) 503-8899		
Dallas, TX 75243	E-MAIL ADDRESS:	certificate@mclaughlint	orunson.com			
		INSURER(S) AFFORDING COVE	RAGE	NAIC#		
	INSURER A: Ph	oenix Insurance Company		25623		
Jones Edmunds & Associates, Inc.,	INSURER B : Tra	velers Indemnity Co of Ame	erica	25666		
730 N.E. Waldo Road	INSURER C: Tra	INSURER C: Travelers Indemnity Company				
Gainesville FL 32651	INSURER D: Tra	velers Casualty and Surety	Company	19038		
	INSURER E: XL	37885				
	INSURER F:					
COVERAGES CEPTIFICATE NUMBER, ADDRESS		DEVICIO	M AUGEDED.			

OUVERAGES	CERTIFICATE	UNDER: 45263880		KENIZION NUMBEK:	
THIS IS TO CERTIFY THA	THE POLICIES OF INSURAN	ICE LISTED BELOW HAVE	BEEN ISSUED TO THE INSU	RED NAMED ABOVE FOR THE	POLICY PERIOR
INDICATED. NOTWITHST.	ANDING ANY REQUIREMENT,	TERM OR CONDITION OF	F ANY CONTRACT OR OTHER	R DOCUMENT WITH RESPECT	TO WHICH THE
CERTIFICATE MAY BE IS	SUED OR MAY PERTAIN, THE	INSURANCE AFFORDED	BY THE POLICIES DESCRIE	BED HEREIN IS SUBJECT TO A	I THE TERMS
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INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	✓ 	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE  OCCUR	✓		6802J380395	6/30/2018	6/30/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY	\$ 1,000,000 \$ 1,000,000 \$ 10,000 \$ 1,000,000
	GEI	VL AGGREGATE LIMIT APPLIES PER: POLICY / PRO- LOC OTHER:			÷			GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 2,000,000 \$ 2,000,000 \$ 2,000,000
В	AU1 ✓	OMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY	1		BA1958L731	6/30/2018	6/30/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 1,000,000 \$ \$ \$ \$ \$
С	1	UMBRELLA LIAB  EXCESS LIAB  DED	✓		CUP6513Y228	6/30/2018	6/30/2019	EACH OCCURRENCE AGGREGATE	\$ 5,000,000 \$ 5,000,000 \$
	AND ANYI OFFI (Man	KERS COMPENSATION EMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE	N/A		UB3911T03	6/30/2018	6/30/2019	PER OTH- STATUTE OTH- ER  E.L. EACH ACCIDENT  E.L. DISEASE - EA EMPLOYEE  E.L. DISEASE - POLICY LIMIT	\$ 1,000,000 \$ 1,000,000
		essional Liability			DPR9928226	6/30/2018		Per Claim \$5,00	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RFP 17-140, Annual Landfill Compliance Monitoring
The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of the certificate holder on all policies.

CERTIFICATE HOLDER	CANCELLATION
Alachua County Board of County Commissioners Risk Management 12 SE 1st Street, 3rd Floor Gainesville FL	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	Brian Hadar  By an R. Haday

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# Agenda

#### ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

Jack Durrance Auditorium
Second Floor
12 SE 1st Street
January 22, 2019 BoCC Regular Meeting 9:00AM

Agenda Item #45.

#### **Agenda Item Name:**

Second Amendment to Continuing Services Agreement #7436 Between Alachua County and Jones Edmunds & Associates, Inc. for Annual Landfill Compliance Monitoring

#### **Presenter:**

Patrick Irby

#### **Item Description:**

Second Amendment to Continuing Services Agreement #7436 Between Alachua County and Jones Edmunds & Associates, Inc. for Annual Landfill Compliance Monitoring

#### **Recommended Action:**

Approve Second Amendment to Continuing Services Agreement #7436 Between Alachua County and Jones Edmunds & Associates, Inc. for Annual Landfill Compliance Monitoring and authorize the Chair to sign the amendment.

#### **Prior Board Motions**

On February 14, 2017, Agreement #7436 was approved by the BOCC.

On March 13, 2018, the First Amendment to Agreement #7436 was approved by the BOCC

#### **Fiscal Consideration:**

There is \$232,098 budgeted in 400.76.7633.534.31.08 and \$43,612 budgeted in 406.76.7650.534.31.08 for engineering services for monitoring and tasks for closed landfills.

#### Background:

Compliance monitoring at the County's four (4) closed landfills is needed to keep the County in compliance with Florida Department of Environmental Protection permitting and statutory requirements for closed landfills. In addition to compliance monitoring, this Agreement is for consulting services on an as-needed basis, which may include contamination assessments, remediation projects, financial evaluations, efficiency studies, and other solid waste projects which require solid waste consulting expertise.