

**AMENDMENT NO. 1 TO THE CONSULTANT AGREEMENT BETWEEN
THE CITY OF COCONUT CREEK AND JONES EDMUNDS &
ASSOCIATES, INC.**

This Amendment No. 1 to the Consultant Agreement between the City of Coconut Creek and Jones Edmunds & Associates, Inc. dated March 10, 2016, is made this ____ day of _____, 2017 by and between the City of Coconut Creek, Florida, (hereinafter referred to as "CITY"), and JONES EDMUNDS & ASSOCIATES, INC. (hereinafter referred to as "Consultant") both of whom agree as follows:

WITNESSETH:

WHEREAS, the parties desire to amend the Consultant Agreement between the City of Coconut Creek and Jones Edmunds & Associates, Inc. dated March 10, 2016 ("Agreement") to extend it for an additional one (1) year term and to redefine the Scope of Work.

NOW, THEREFORE, based on the promises and covenants herein contained, the parties agree as follows:

1. The recitations referred to above are hereby incorporated herein.
2. The parties desire to amend Paragraph 3 of the Agreement as follows:

"3. **Term:** The term of this Agreement shall commence on April 9, 2016~~2017~~ and terminate on April 9, 2017~~2018~~. This Agreement may be renewed for ~~two~~ (2) one (1) additional ~~periods~~ period of one (1) year as mutually agreed upon by the parties in writing. However, the Agreement may be terminated by either party without cause by giving thirty (30) days written notice to the other with or without cause. If this Agreement is terminated by the City, the City shall only be responsible to compensate Consultant for fees incurred up to

the date of termination and which are billed within thirty (3) days of termination.” ; and

3. The parties desire to amend Paragraph 10 of the Agreement as follows:

“10. This Agreement is a professional service contract and an assignment of this Agreement by Consultant without the written consent of the City is void. Consultant’s employees that will perform work pursuant to this agreement shall be limited to ~~Victoria H. Lehr, P.E., Tobin McKnight, P.E., Mark D. Hadlock, P.E., Steven Laux, P.E and Casey Coffey, P.E.~~ Jeremy Toms, E.I., Ruhaani Bhula, E.I., Abraham Chabab, P.E., Lee Stirling, E.I. Amy Godden, P.E., Tim Cully, and Elizabeth Kennelley, M.S.,C.E.P.M., as the primary technical staff with assistance from various unnamed support staff as needed to complete the work. Both parties agree that by assignment of this Agreement to persons other than those listed herein shall require advanced written consent from both parties.”; and

4. The parties desire to amend the Exhibit to the Agreement entitled, “SCOPE OF WORK”, by repealing it in its entirety and replacing it with a new Exhibit entitled, “2017 SOLID WASTE ENGINEERING SERVICES SCOPE OF WORK”, attached hereto and incorporated herein; and
5. The parties desire to amend the Exhibit to the Agreement entitled, “COST BREAK DOWN”, by repealing it in its entirety and replacing it with “ATTACHEMENT 1 FEE ESTIMATE”, attached hereto and incorporated herein.
6. All other terms and conditions of the Agreement not in conflict with this Amendment No. 1 shall remain in full force and effect and are incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Lease Agreement, this _____ day of _____, 2017.

CITY OF COCONUT CREEK, FLORIDA

By: _____
Mary C. Blasi, City Manager

Approved as to Legal Sufficiency
and Form:

ATTEST:

By: _____
Leslie Wallace May, City Clerk

By: _____
Terrill C. Pyburn, City Attorney

WITNESSES

JONES EDMUNDS & ASSOCIATES,
INC.

Linda Lyles

By: Kenneth S. Vogel
Kenneth S. Vogel, P.E.

Print Name: Linda Lyles

Federal Tax I.D. No.: 59-1533071

Anne Talamo

Print Name: Anne Talamo

STATE OF FLORIDA)
ALACHUA)
COUNTY OF BROWARD)

I **HEREBY CERTIFY** that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Kenneth S. Vogel, P.E., on behalf of JONES EDMUNDS & ASSOCIATES, INC., who is personally known to me, ~~or has produced~~ (type of identification), to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 15th day of March, 2017.

J. L. McGregor
Signature of Notary Public

Print J. L. MCGREGOR Stamp Name of Notary Public
My Comm. Expires Aug 26, 2017
Commission # FF 029146
Bonded Through National Notary Assn.

SCOPE OF WORK

Scope of work shall include, but not be limited to the following:-

The scope of work is divided into three (3) tasks:

Task 1- Meetings

~~This task includes effort associated with participating in meetings and calls related to the audit, including monthly coordination meetings and calls with both Coconut Creek and Waste Management.~~

Task 2- Field Visits - Spot Inspections

~~This task includes effort associated with the "spot inspections" noted in Article 2.4 of the Settlement Agreement. Two types of spot inspections will be performed:~~

On-Site Spot Inspection

~~As part of this task, Jones Edmunds will observe waste being unloaded at the working face (Monarch Hills Landfill). During these visits, the truck numbers, truck type and observed material type will be recorded. Drivers may be interviewed as to the origin of the waste.~~

~~Upon completion of the spot check, Waste Management will provide scalehouse tickets for the observation period. Jones Edmunds will compare the observed waste types against the ticketed waste types for the referenced period.~~

~~The work scope includes conducting twelve (12) On-Site Spot Observations at the Monarch Hill Landfill spaced approximately one (1) month apart.~~

Off-Site Spot Inspection

~~Jones Edmunds will observe trucks entering the facility at the gate and note truck number, time in, and truck type. Data collected during the observation period will be checked against the facility records provided during the scale house visit associated with the on-site inspections.~~

~~The work scope includes conducting four (4) Off-Site Spot Observations at the facility entrance of the Monarch Hill Landfill.~~

~~Both the on-site and off-site spot checks will be completed at different times during a month to avoid any patterns.~~

Review of Reporting Procedures

Waste Management will provide Jones Edmunds with a spreadsheet print-out of scalehouse records for a date randomly selected by Jones Edmunds. The print-out will include the following standard categories:

- Material Type
- Net Tons
- Date In
- Time In
- Truck Number

Waste Management will also provide original scalehouse tickets for the selected audit period.

Jones Edmunds will cross-check the entry totals on the print-out to the totals summed from the scalehouse tickets for the individual waste categories and report on those findings.

Jones Edmunds will review the reporting procedures used by Waste Management including how the categories of waste accepted at the scale house are re-categorized to those reported to the City.

Per Article 2.4 of the Settlement Agreement, Waste Management will provide the City with an annual report indicating total tons of Grit and Screenings and the total amount of Municipal Sludge accepted at the landfill, broken down into tons accepted from each municipal wastewater treatment plant customer. The annual Grit and Screenings report will be compared to the tons of rit and Screenings pulled directly from the Waste Management system as will the annual amount of Municipal Sludge. This effort will be done at the end of 2016 so the annual amounts can be summarized and compared to the amounts in the Settlement Agreement. For the year 2016, Municipal Sludge is to be accepted only from the North Broward Regional Wastewater Treatment Plant. The Waste Management records will be checked on a monthly basis to confirm this. Starting in January 2017, Grit and Screenings are to be accepted only from the North Broward Regional Wastewater Treatment Facility and the Waste Management records will be checked on a monthly basis to confirm this.

Jones Edmunds will do a monthly statistical sampling of the scale house records and compare the results of that analysis to the overall tonnages reported to Coconut Creek and DEP. Any discrepancies in the findings will be reported to Coconut Creek and discussed together with Waste Management.

~~Task 3-Field Observation of Transfer Station~~

~~This task includes effort associated with observing the operations at a Transfer Station, with attention being made to how the waste is sorted and classified. Jones Edmunds will document the observations and deliver a report to the City.~~

~~NOTES TO THE SCOPE OF WORK~~

~~Jones Edmunds will provide the City with reports of the findings of the spot checks, the audit of the scale house tickets and the observations at the Transfer Station facility as those events occur.~~

~~Jones Edmunds may not copy, clone or otherwise maintain or keep any Waste Management records that are not publicly available, in accordance with Article 2.4 of the Settlement Agreement attached as Exhibit B". In the event Waste Management disputes the findings of the audit and/or on-site spot observation while Jones Edmunds is on site, the issue will be reviewed with Management in an attempt to reach agreement. If agreement cannot be reached, the City will be contacted as soon as practical to determine the best course of action.~~

~~This scope of work is based on the current understanding of waste acceptance, recordkeeping and reporting at Monarch Hill. The initial scope was adjusted based on information gathered during the kick-off meeting between the City, Consultant and Waste Management, the off-site observations by Consultant, two (2) on-site observations by Consultant and additional calls with Waste Management.~~

~~Reports and other deliverables will be submitted to the City electronically.~~

COST BREAK DOWN

Task	Hours per Event	Events per Contract Term	Hours per Contract Term
<i>Task 1 - Project meetings</i>			
Meetings	2	12	24
Monthly coordination calls	2	12	24
Meeting summaries	1	12	12
<i>Task 2 - Spot Observations</i>			
On-site observations	8	12	96
Off-site observations	8	4	32
Review of reporting procedures	16	2	32
Reports	2	12	24
Statistical Analysis of Records	20	12	240
<i>Task 3 - Transfer Station Observation</i>			
Field visit to transfer station facility	24	1	24
Report on findings	2	1	2
Total Hours			510
Total Fee Based on \$170/hr rate for Sr. Project Manager	\$86,700		

2017 SOLID WASTE ENGINEERING SERVICES SCOPE OF WORK

The Scope of Work shall include but not be limited to the following. The Scope of Work is divided into five tasks:

Task 1 - Meetings

This task includes effort associated with participating in meetings and routine calls related to the audit, including monthly coordination meetings and calls with Coconut Creek. This also includes one meeting with the City in Coconut Creek to discuss long-term planning and goals.

Task 2 - Field Visits - On-Site Spot Inspections

This task includes effort associated with the "spot inspections" noted in Article 2.4 of the Settlement Agreement. Two types of spot inspections will be performed.

Jones Edmunds will observe waste being unloaded at the working face at Monarch Hill Landfill and record the ticket number, truck numbers, truck type, and observed material type. Drivers may be interviewed as to the origin of the waste.

The work scope includes conducting 12 On-Site Spot Observations at the Monarch Hill Landfill spaced approximately 1 month apart by two Jones Edmunds staff.

Task 3 - On-Site Scale Ticket Review

Approximately every two months, Jones Edmunds will perform an audit of the Monarch Hill Landfill scale house tickets for municipal solid waste, municipal sludge, grit and screenings (limited wastes) issued during the selected audit period. Jones Edmunds will cross-check for accuracy, the scale house ticket totals of limited wastes with the monthly waste quantity reports provided to the City by Waste Management, and report on those findings.

For 2017, Municipal Sludge and Grit and Screenings are to be accepted only from the North Broward Regional Wastewater Treatment Plant. The Monarch Hill Landfill scale house-tickets will be checked during the audits to confirm the source of the materials.

Task 4 - Stormwater Compliance Review

Jones Edmunds will perform a review of the stormwater management system for the Monarch Hill Landfill. This work will include reviewing historical documents, current permit requirements, and stormwater storage and treatment capacity constructed at the landfill. The review will consider the effect on the stormwater system as a result of a possible expansion of the landfill. The work will identify possible items of concerns that warrant a more detailed evaluation. A letter report will be provided summarizing the findings of the review. The report is for use by the City for long-term planning and not for determining regulatory compliance.

Task 5 - Groundwater Quality Review

Jones Edmunds will perform a groundwater permit compliance and regulatory review of the Monarch Hill Landfill. This work will include reviewing historical documents, current permit requirements, and recent groundwater monitoring reports. The work will identify possible items of concerns that warrant a more detailed evaluation. A letter report will be provided summarizing the findings of the review. The report is for use by the City for long-term planning and not for determining regulatory compliance.

NOTES TO THE SCOPE OF WORK

Jones Edmunds will provide the City with reports of the findings for each of the tasks.

Jones Edmunds may not copy, clone, or otherwise maintain or keep any Waste Management records that are not publicly available, in accordance with Article 2.4 of the Settlement Agreement attached as Exhibit "B." If Waste Management disputes the findings of the audit and/or on-site spot observation while Jones Edmunds is on site, the issue will be reviewed with Waste Management in an attempt to reach agreement. If agreement cannot be reached, the City will be contacted as soon as practical to determine the best course of action.

This Scope of Work is based on the current understanding of waste acceptance, recordkeeping, and reporting at Monarch Hill. Reports and other deliverables will be submitted to the City electronically.

ATTACHMENT 1

FEE ESTIMATE

Attachment 1

2017 Coconut Creek Solid Waste Engineering Services

Draft Fee Estimate

Task		Hours per Event	Events per Contract Term	Hours per Contract Term	Cost
1	Project Meetings				
1.1	Meetings in Coconut Creek	8	2	16	
1.2	Monthly coordination calls	1	12	12	
	Subtotal labor			28	\$ 6,020
2	On-site Working Face Observations				
2.1	On-site observations (requires 2 staff, based on 6 hours round trip travel time from Titusville and 4 hours on-site)	20	12	240	
2.2	Reports	2	12	24	
	Subtotal labor			264	\$ 31,680
	Subtotal expenses				\$ 5,567
3	On-site Scale Ticket Review				
3.1	On-site ticket review (requires 2 staff, based on 6 hours round trip travel time from Titusville and 4, 8 hour days on-site)	76	6	456	
3.2	Reports	4	6	24	
	Subtotal labor			480	\$ 48,000
	Subtotal expenses				\$ 14,100
4	Stormwater Compliance Review				
4.1	Historical Documents review	28	1	28	
4.2	Current permit requirements	8	1	8	
4.3	Storage and treatment calculations	40	1	40	
4.4	Summary report	12	1	12	
	Subtotal Labor			88	\$ 13,200
5	Groundwater Quality review				
5.1	Historical documents review	16	1	16	
5.2	Current permit requirements	8	1	8	
5.3	Trends and current conditions	12	1	12	
5.4	Summary report	8	1	8	
	Subtotal Labor			44	\$ 7,333
	Totals				
	Total Labor			904	\$ 106,233
	Total Expenses				\$ 19,667
	Grand Total				\$ 125,900

Note: Estimated fee is based on a composite of labor rates for the different levels of staff involved of approximately \$120/hr. excluding expenses.