City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Solid Waste Division
1031 Superior Street
Jacksonville, FL 32254
(904) 255-7500
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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: **Jeffrey S. Foster, P.G., Solid Waste Environmental Engineer Manager**
Will Williams, Chief, Solid Waste Division

DATE: **August 6, 2018**

SUBJECT: **Amendment #11 (OGC Amendment #10), Contract 8811-01, RFP P-09-08 for Hester Group, LLC Community Outreach Consulting and Acquisition Services for the City of Jacksonville Ash Sites and Other Impacted COJ Sites**

Due to continued remediation activities under Project New Ground it is necessary to continue to utilize the services of the Community Outreach and Acquisition Services contractor to secure access agreements, arrange temporary housing for displaced residents during construction activities, provide transportation and meals to displaced residents during construction activities, provide project updates to the affected citizens of Jacksonville and coordination efforts between contractors and residents during construction activities. The purpose of this Amendment #11 is to fund the required activities and extend the contract time from October 1, 2018 to September 30, 2019. Additionally the City has been utilizing their specialized skill set for obtaining site access agreements on other City owned ash treatment and disposal sites that are not part of the EPA sites, but are required to be cleaned up under consent orders by the state of Florida Department of Environmental Protection (FDEP). These sites include Southside Incinerator, Gold Merit/Pope Place, Hema Road Dump, Doeboy Dump and other COJ FDEP Memorandum of Understanding dump listed sites. The original RFP scope of work anticipated the time frame for the scope of work for the duration of the program until the end which will coincide with the end of the contract time extension of September 30, 2019.

The scope of work costs will require new funding in the amount of $142,378.13 for these services to the end of the contract time extension on September 30, 2019 so the new total maximum indebtedness to the City will increase to $5,854,630.69. Funding is available in ERAS329AS-069505-ERR002 01. All other terms and conditions shall be in accordance with the City's standard contract language. Nothing herein shall be amended, modified or otherwise revised without prior PSEC and Mayor's approval.

Please advise when this item will be placed on the agenda so that we may be present.

Attachment

cc: Nickii Brookins, DPW
Dan Pearson, Procurement

HESTER GROUP
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Marketing & Strategic Communications

8(a) Woman Owned Small Business

August 3, 2018

Mr. Jeffery S. Foster
Ash Remediation Program
City of Jacksonville
Jacksonville, FL 32202

Subject: Contract #8811; COMMUNITY OUTREACH CONSULTING AND ACQUISITION SERVICES FOR TH E CITY OF JACKSONVILLE ASH SITES

Dear Mr. Foster:

Hester Group currently is under contract with the City of Jacksonville to provide community outreach consulting and acquisition services for City of Jacksonville ash sites. We are requesting an amendment to the existing contract to encumber funding requirement, under the current terms and conditions, for the next phase of the remediation, October 1, 2018 – September 30, 2019.

Hester Group continues to be successful in communicating with/educating the public and acquiring access agreements to insure pipeline for contractors performing the remediation. Additionally, Hester Group works closely with contractors during pre- and post- construction activities. The extension of this contract insures continuity in the ongoing remediation process and a seamless transition with new contractors allowing for efficient and timely completion. As we approach the final phases of this project, the PNG team will be preparing files for closeout in keeping with record retention requirements and final reports.

Please call me at (904) 739-2338 if you have questions or need additional information. Hester Group appreciates the opportunity to continue to provide these services and to be a part of this very important project.

Respectfully yours,

Roslyn M. Phillips
Vice President

100 N. Laura Street, Suite 802, Jacksonville, FL 32202, 904.739.2338

Exhibit 'L'

Hester Group Contract
#8811- 01
Amendment 11
Ash Remediation Outreach

Attachment 1

RE: Public Outreach Consulting and Acquisition Services for City of Jacksonville Ash Sites

To Whom It May Concern:

Remediation is progressing in all ash site areas. The outreach activities for 2016/17 will focus on: educating residents about the ash sites and the clean-up process, acquiring access agreements, managing temporary housing activities and coordinating with contractors for upcoming phases.

Additionally, project closeout activity will focus on PNG personnel conducting quality review of the more than 3,000 files in keeping with the guidance on records retention provided by the general counsel's office to insure all files and documents comply. A final report including a database of file contents will be provided at completion of the project.

Two full-time outreach specialist positions were eliminated as of September, 2016 to reflect projected labor hours needed.

Records Retention for Project New Ground
Based upon the Section XXV, Paragraph 106, of the Consent Decree, and the general records retention schedule for state and local government agencies per Florida Administrative Code, the Office of General Counsel would recommend you retain all documents in its native format (i.e. signed original paper documents are retained as paper and electronically received documents/files are retained electronically) for a period of 10 years after the completion of the project.

Consent Decree has a Records Retention Requirement

The Remedial Design/Remedial Action Consent Decree for Jacksonville Ash and Brown's Dump Sites Administered under the Comprehensive Environmental Response, Compensation and Liability Act, entered on July 17, 2008 ("Consent Decree"), sets forth specific requirements for the City's retention of records related to the project. Specifically:
For a period of at least 10 years after the City receives the Certification of Completion, the City must preserve and retain all non-identical copies of records and documents, including electronic records or documents, now in its possession or control or which come into its possession or control that relate in any manner to the following:

1. The City's liability under CERCLA with respect to the Sites;
2. Any other person's liability under CERCLA with respect to City owned or operated Sites;
3. The performance of the Work (specifically the last draft or final version of any documents or records); and
4. Copies of all data generated during the performance of the Work and not contained in the documents listed in #3.

Requirements# 3 and #4 also apply to the City's contractors and agents. Page 42, Paragraph 106, Consent Decree.

Exhibit 'L'

Within 90 days after the City fully performs all phases of the Work, the City shall schedule and conduct a pre-certification inspection. Following this inspection, the City shall submit a written report by a registered P.E. stating the Work has been completed in full satisfaction of the requirements of the Consent Decree. When the EPA concludes the City has completed the Work, it will notify the City in writing. See Page 26, Paragraph 53 of the Consent Decree for a detailed explanation of how the completion process is conducted by the parties. It is important to note that the 10 year retention period begins once the City receives the Certification of Completion in writing from the EPA.
At the conclusion of the 10 year retention period, the City must notify the United States of its intent to destroy any retained records or documents at least 90 days p:rio.r to such destruction to allow the United States to request the retained records or documents.

Hester Group proposes to maintain the current terms and conditions of the base contract. Below is the fee summary for the continuation of the above stated activities.

Outreach staff roles, hourly billing rates are outlined below:

Staff Roles & Rates

- Project Manager – Public Outreach Oversight -300 hrs.
- Business Analyst –Information Center Management, Quality Control/Database Management/Reconciliation/Document Control -250 hrs.
- Outreach Specialist - Door-to-Door Outreach, Temporary Housing Coordination -1,200
- hrs.

Annual Fee & Expense Budget for Contract ending September 30, 2019)

Fee Type	Amount
Public Outreach Services:	$137,878.13
Temporary Housing Meals and Transportation Expenses: (10 Families - $450/Family)	$4,500.00
Total	**$142,378.13**

In summary, the requested amendment to the Hester Group contract is an extension of public outreach services, temporary housing and compliance documentation for OU1, OU2, Fifth and Cleveland, Forest Street, Lonnie Miller and Browns Dump of ash site remediation.

Exhibit 'L'