

6398-4
#22

**TWENTY-SECOND AMENDMENT TO AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
ENGLAND, THIMS & MILLER, INC.
FOR
ENGINEERING SERVICES FOR THE EPA NPDES PERMIT**

THIS TWENTY-SECOND AMENDMENT to Agreement is made and entered into this 6 day of February, 2014, by and between the CITY OF JACKSONVILLE, a municipal corporation in Duval County, Florida (the "CITY"), and ENGLAND, THIMS & MILLER, INC., a Florida profit corporation with an office at 14775 Old St. Augustine Road, Jacksonville, Florida 32258 (the "CONSULTANT") for Engineering Services for the EPA NPDES Permit (the "Project").

RECITALS:

WHEREAS, on June 24, 1991, the parties made and entered into City of Jacksonville Contract # 6398-4 (the "Agreement") for the Project; and

WHEREAS, said Agreement has been amended twenty-one (21) times previously; and

WHEREAS, said Agreement should be amended further by: revising the Scope of Services by adding and incorporating **Exhibit "BB"**, attached hereto and incorporated herein by this reference; adding and incorporating a new Contract Fee Summary identified as **Exhibit "CC"**, attached hereto and incorporated herein by this reference; increasing the lump sum for Enhanced Mapping/GIS Updates Cycle 3, as described in **Exhibit "BB"**, by \$803,037.96, as detailed in **Exhibit "CC"**, to a new maximum lump sum amount of \$2,101,503.71; increasing the not-to-exceed limit for Education Outreach and Training Support, as described in **Exhibit "BB"**, in an amount not-to-exceed \$45,000.00, as detailed in **Exhibit "CC"**, to a new maximum not-to-exceed \$120,000; increasing the not-to-exceed limit for Tributaries BMAP 1 & 2 & Main

Stem BMAP Annual Report Support, as described in **Exhibit “BB”**, in an amount not-to-exceed \$20,000.00, as detailed in **Exhibit “CC”**, to a new maximum not-to-exceed \$55,000.00; adding a new paragraph “(r)” in Section 3.2 providing a new not-to-exceed limit for Year 2 NPDES Annual Report Meetings with FDEP, as described in **Exhibit “BB”**, in an amount not-to-exceed \$10,000.00, as detailed in **Exhibit “CC”**; adding a new paragraph “(s)” in Section 3.2 providing a new not-to-exceed limit for Year 2 Annual Report Preparation Support, as described in **Exhibit “BB”**, in an amount not-to-exceed \$15,000.00, as detailed in **Exhibit “CC”**; adding a new paragraph “(t)” in Section 3.2 providing a new not-to-exceed limit for Right-of-Way and Grounds Maintenance Reference Manual Development Support, as described in **Exhibit “BB”**, in an amount not-to-exceed \$25,000.00, as detailed in **Exhibit “CC”**; and, increasing the CITY’s maximum indebtedness by an amount not-to-exceed \$918,037.96 to a new cumulative maximum not-to-exceed \$16,854,904.81, with all other provisions, terms, and conditions of the Agreement remaining unchanged ; now therefore

IN CONSIDERATION of the Agreement and of the mutual covenants herein contained and for other good and valuable consideration, the parties agree to further amend the 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 1.1 of said Agreement, entitled “STATEMENT OF CONSULTANT SERVICES”, is amended in part by adding and incorporating **Exhibit “BB”** and as amended shall read as follows:

“1.1 STATEMENT OF CONSULTANT SERVICES

“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 and, by this reference, made a part hereof as Exhibits ‘A’, ‘C’, ‘E’, ‘G’, ‘I’, ‘K’, ‘M’, ‘O’, ‘Q’, ‘S’, ‘V’, ‘X’, ‘Z’ and ‘BB’.”

3. Section 3.1(n) of said Agreement is amended in part by increasing the lump sum for Enhanced Mapping/GIS Updates Cycle 3, as described in Exhibit “BB”, by \$803,037.96, as detailed in Exhibit “CC”, to a new maximum lump sum amount of \$2,101,503.71 and as amended shall read as follows:

“(n) For Enhanced Mapping/GIS Updates Cycle 3, as described in Exhibits ‘X’, ‘Z’, and ‘BB’, a lump sum amount of TWO MILLION ONE HUNDRED ONE THOUSAND FIVE HUNDRED THREE AND 71/100 DOLLARS (\$2,101,503.71), as detailed in Exhibits ‘Y’, ‘AA’, and ‘CC’, attached hereto and by this reference made a part hereof and incorporated herein.”

4. Section 3.2(o) of said Agreement is amended in part by increasing the not-to-exceed limit for Education Outreach and Training Support, as described in Exhibit “BB”, in an amount not-to-exceed \$45,000.00, as detailed in Exhibit “CC”, to a new maximum not-to-exceed \$120,000.00 and as amended shall read as follows:

“(o) For Education Outreach and Training Support, as described in Exhibits ‘X’, ‘Z’ and ‘BB’, an amount not-to-exceed ONE HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS (\$120,000.00), as detailed in Exhibits ‘W’, ‘AA’ and ‘CC’.”

6. Section 3.2(p) of said Agreement is amended in part by increasing the not-to-exceed limit for Tributaries BMAP 1 & 2 & Main Stem BMAP Annual Report Support, as described in Exhibits ‘X’ and “BB”, in an amount not-to-exceed \$20,000.00, as detailed in Exhibits ‘Y’ and “CC”, to a new maximum not-to-exceed \$55,000.00 and as amended shall read as follows:

“(p) For Tributaries BMAP 1 & 2 & Main Stem BMAP Annual Report Support, as described in **Exhibits ‘X’ and ‘BB’**, an amount not-to-exceed FIFTY-FIVE THOUSAND AND 00/100 DOLLARS (\$55,000.00), as detailed in **Exhibits ‘Y’ and ‘CC’**.”

7. Section 3.2 of said Agreement is amended in part by adding a new paragraph “(r)” providing a new not-to-exceed limit for Year 2 NPDES Annual Report Meetings with FDEP, as described in **Exhibit “BB”**, in an amount not-to-exceed \$10,000.00, as detailed in **Exhibit “CC”**, and as amended shall read as follows:

“(r) For Year 2 NPDES Annual Report Meetings with FDEP, as described in **Exhibit ‘BB’**, an amount not-to-exceed TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00), as detailed in **Exhibit ‘CC’**.”

8. Section 3.2 of said Agreement is amended in part by adding a new paragraph “(s)” providing a new not-to-exceed limit for Year 2 Annual Report Preparation Support, as described in **Exhibit “BB”**, in an amount not-to-exceed \$15,000.00, as detailed in **Exhibit “CC”**, and as amended shall read as follows:

“(s) For Year 2 Annual Report Preparation Support, as described in **Exhibit ‘BB’**, an amount not to exceed FIFTEEN THOUSAND AND 00/100 DOLLARS (\$15,000.00), as detailed in **Exhibit ‘CC’**.”

9. Section 3.2 of said Agreement is amended in part by adding a new paragraph “(t)” providing a new not-to-exceed limit for Right-of-Way and Grounds Maintenance Reference Manual Development Support, as described in **Exhibit “BB”**, in an amount not-to-exceed \$25,000.00, as detailed in **Exhibit “CC”**, and as amended shall read as follows:

“(t) For Right-of-Way and Grounds Maintenance Reference Manual Development Support, as described in **Exhibit ‘BB’**, an amount not-to-exceed TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00), as detailed in **Exhibit ‘CC’**.”

10. Section 3.5 of said Agreement is amended in part by increasing the CITY's maximum indebtedness by an amount not-to-exceed \$918,037.96 to a new cumulative maximum not-to-exceed \$16,854,904.81 and, as amended, shall read as follows:

"3.5 The maximum indebtedness of the CITY for all services and reimbursables pursuant to this Agreement shall not exceed the sum of SIXTEEN MILLION EIGHT HUNDRED FIFTY-FOUR THOUSAND NINE HUNDRED FOUR AND 81/100 DOLLARS (\$16,854,904.81).

8. Attach Exhibits "BB" and "CC" to the Agreement and incorporate them therein.

SAVE AND EXCEPT as specifically and expressly amended herein, the terms, provisions, and conditions of City of Jacksonville Contract # 6398-4, as previously amended, shall remain unchanged and in full force and effect.

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

IN WITNESS WHEREOF, the parties, by and through their respective authorized representatives, have caused this Twenty-Second Amendment to be executed on the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By: *James R. McCain, Jr.*
James R. McCain, Jr.
Corporation Secretary

By: *Karen Bowling*
Alvin Brown, Mayor

WITNESS:

ENGLAND, THIMS & MILLER, INC.

By: *[Signature]*
Signature
ERROL R. BOS
Type/Print Name
Project Manager
Title

By: *Juanitta Bader Clem*
Signature
Juanitta Bader Clem
Type/Print Name
Vice President/Principal
Title

In compliance with Section 24.103(e) of the *Ordinance Code* of the City of Jacksonville, I do certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation, as more particularly specified in Section 3.5 of said Agreement, sufficient to cover the foregoing Agreement, and that provision has been made for the payment of the monies provided therein to be paid.

C. Forrest Bell
Director of Finance
City Contract # 6398-4
Amendment # 22

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

Form Approved:

James R. McCain
Office of General Counsel

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**SCOPE OF SERVICES
AMENDMENT 22
OCTOBER 07, 2013**

**Scope Modifications for City of Jacksonville Contract 6398-4,
Engineering Services on NPDES Permit**

INTRODUCTION

The purpose of this amendment is to fund ETM's Scope of Services for the period October 01, 2013 through September 30, 2014.

The objective of the Scope of Services described in this Amendment is to facilitate:

- Update of the City's Stormwater Management Plan (SWMP).
- Continue implementation public education/outreach and City staff training programs in accordance with Cycle 3 Permit requirements.
- The development, release, and support of inspection, analysis, and reporting tools and related databases to:
 - Support the SOPs as defined in the SWMP
 - Develop and release a MAXIMO Interface to support Stormwater Utility operations and comply with Cycle 3 Permit maintenance reporting requirements
 - Effectively manage and report stormwater infrastructure maintenance and inspection activities in accordance with Cycle 3 Permit requirements.
 - Identify and eliminate illicit discharges and connections to the stormwater infrastructure and surface waters
 - Fulfill annual Tributaries BMAP reporting obligations.
- Demonstrate sufficiency of effort and progress toward meeting Tributaries BMAP TMDL reduction targets.
- Fulfill NPDES permit TMDL implementation requirements through implementation of a Bacteria Control Plan for the Ribault WBID.

SCOPE OF WORK

The following is a per task description of the scope of work for this Amendment.

MS4 INVENTORY UPDATE and MAINTENANCE

ETM will, in accordance with MS4 Permit requirements, maintain an up to date inventory of the MS4 infrastructure owned and maintained by the City of Jacksonville and FDOT District 2. FDOT District 2 MS4 infrastructure located within the cities of Jacksonville Beach, Neptune Beach, and Atlantic Beach is not included within ETM's scope of work.

- All MS4 update work will be posted to the NPDES GIS database and hosted web site maintained by ETM. A copy of the updated MS4 inventory will be forwarded in ESRI geodatabase format to the City of Jacksonville's Information Technology Department (ITD) GIS Section on a semi-annual basis for posting by ITD to the City of Jacksonville Intranet site.

Exhibit "BB"

- The MS4 database maintained on the ETM hosted web site will serve as the MS4 infrastructure dataset accessed and used by the City for MS4 Permit administration and related Main Stem and Tributaries BMAP annual reporting purposes.
- ETM in conjunction with City of Jacksonville PWD Engineering will agree to procedures by which approved drainage as-built drawings will, by PWD, be filed and made available to ETM for MS4 inventory update purposes. All as-built drawings will be forwarded as CAD drawing files unless not submitted as such by the design consultant or contractor.
- Drainage as-built drawings for FDOT District 2 owned MS4 Infrastructure within the City of Jacksonville will be made available to ETM via the FDOT intranet site or directly to ETM by FDOT's NPDES Coordinator.
- Positional accuracy of information will be relative in relation to the City of Jacksonville parcel layer which serves as the NPDES GIS base map.

Information as depicted on the as-built drawing will be used to facilitate the data entry of the following MS4 infrastructure information (attributes) into the NPDES GIS database:

- Manhole, inlet and control structure rim & bottom invert elevations
- Control structure weir elevations
- Manhole, inlet and control structure type
- Open & closed conveyance segment lengths
- Open & closed conveyance upstream & downstream invert/bottom elevations
- Open & closed conveyance material & year constructed
- Closed conveyance (pipe) dimensions & shape,
- Owner (FDOT or City of Jacksonville)

MS4 Inventory Update and Maintenance during Cycle 3 beyond September 30, 2014 is to be funded at a later date.

STORMWATER MANAGEMENT PLAN (SWMP) UPDATE

The Cycle 3 permit requires that SWMP be updated annually to reflect FDEP annual audit recommendations and changes in City resource allocations.

Stormwater Management Plan Update

ETM, under Amendment 21, worked with the City of Jacksonville prepare an updated Stormwater Management Plan (SWMP).

The Cycle 3 MS4 Permit requires that the SWMP be updated annually. ETM as part of this Amendment will participate in the Cycle 3 Permit Year 2 FDEP Annual Audit. ETM will, based on FDEP's Year 2 audit findings and recommendations, work with City staff to revise SOPs and update SWMP as required.

Update of the SWMP during Cycle 3 beyond September 30, 2014 is to be funded at a later date.

BACTERIA CONTROL PLAN

During year 1 of the Cycle 3 permit ETM prepared a WBID Ranking and Prioritization Report.

During Year 2 of the Cycle 3 MS4 Permit ETM assisted the City with the development and submittal of a Bacteria Control Plan for the Ribault River waterbody to FDEP for review and approval.

After FDEP approval of the Bacteria Control Plan ETM will assist in the implementation of the FDEP approved Bacteria Control Plan. Work completed by ETM can include the following.

- Assist in the preparation of Bacteria Control Plan annual project and activities report
- Incorporate applicable BCP activities and monitoring results into each NPDES Annual Report.
- Provide proactive IDDE and other field inspections services.

All Bacteria Control Plan implementation services will be completed under the direction of the City's Project Manager or his authorized representative. All Bacteria Control Plan sampling and related laboratory analysis will be completed by EQD staff.

ETM's scope of work includes 300 hours for field inspection services during Cycle 3 Permit Year 3.

All Bacteria Control Plan implementation tasks during Cycle 3 Permit beyond September 30, 2014 are to be funded at a later date.

PERMIT ADMINISTRATION TOOLKIT DEVELOPMENT AND SUPPORT

The purpose of this amendment is to leverage and integrate the tools developed under Amendments 18, 19, 20 and 21 with the release of additional tools (applications) that will enable the City to effectively:

- Fulfill Cycle 3 MS4 permit MS4 inspection and maintenance reporting requirements
- Demonstrate sufficiency of effort for Tributaries BMAP reporting and
- Maximize Main Stem BMAP load reduction credits

ETM will, as part of the Scope of Services, develop an MS4 Capital Project and R&R Project Tracking Application, and a MAXIMO Interface to support O&M Planning/Analysis Application. Each application and associated scope of work is described in the following paragraphs.

All applications developed and released under this Amendment will conform to the standards and system architecture underlying those developed and released under Amendments 18, 19, 20 and 21. The functionality of each application, including reporting for will be based on requirements identified and documented through user

Exhibit "BB"

interviews conducted prior to proceeding with development/programming of each application.

MS4 Capital and R&R Project Tracking

The Cycle 3 MS4 Permit as well as the Main Stem and Tributaries BMAPs require the City to annually report on capital projects and their status (planned, in design, under construction, and completed).

This application will be designed for use by Public Works Engineering, RWGM, and the City's Stormwater Utility Program Manager. As with previously developed applications the Capital Project and R&R Tracking application will be web based and will include a GIS component to enable related spatial analysis and reporting.

- Status reporting of each project by WBID
 - Current year budget
 - 5 Year CIP
 - Long range as defined in the Master Stormwater Management Plan
- Calculate BMAP reduction credit based on area drained and land use.
- Septic Tank Phase Out project status tracking for NPDES and BMAP reporting and public outreach purposes
 - Project Area
 - Property owners impacted
 - Status of connections
 - Number of septic tanks removed
 - Nutrient load reduction credit
 - Allocation of Bacteria reduction to the correct WBID

MAXIMO Interface and O&M Planning/Analysis Tool

ETM, under Amendment 18, was authorized to develop and implement a MAXIMO Interface. As the Cycle 2 permit was administratively continued and the requirements for the MAXIMO interface were not defined until the issuance of the Cycle 3 Permit. ETM will, as part of this Amendment, implement a MAXIMO interface.

ETM will collaborate with RWGM and the City of Jacksonville MAXIMO support staff to revise existing work orders and define new work order forms and codes to facilitate a scheduled extract of MAXIMO MS4 maintenance and repair work orders for upload to the ArcServer based Master web site.

The objective of the interface between MAXIMO with the NPDES GIS is to support work order planning, and historical work activity tracking and analysis.

ETM will refine the NPDES Master Web Site and the MS4 Inspection application to support the viewing of historical drainage work via the web site maintained and hosted by ETM.

All MAXIMO programming and documentation related to the update of work order forms and work codes and the extract of data form MAXIMO will be completed by City of Jacksonville MAXIMO support staff.

Exhibit "BB"

Toolkit User Support and Web Site Hosting

ETM will, under this Amendment, host and maintain the NPDES ArcServer web site and all applications developed under this amendment as well as Amendments 18, 19, 20, and 21.

ETM will provide initial user training and support for 30 days following release of each tool (application). The function group manager or supervisor is responsible for responding to user questions regarding proper usage of the released tool and maintaining the integrity of all data entered and the database associated with each application released after the 30 day period. ETM will serve as the first line of technical support of the web site and tools (applications) released.

Toolkit User Support and Web Site Hosting services after September 30, 2014 are to be funded at a later date.

REIMBURSABLE SERVICES

The purpose of the Reimbursable Services component of scope of work is to enable the City's Project Manager and NPDES Coordinator to authorize ETM to provide services on an as needed basis. Reimbursable services authorized may include the following as well as other services not listed.

- Annual Tributaries BMAP I & II report preparation assistance for reports to be submitted January 2014
- NPDES Year 2 Annual Report Preparation Support & Participation in Annual Report Review and Audit meetings with FDEP
- Public Education and Outreach Plan implementation support
- Training Plan implementation support
- Development of a General Procedures Reference Manual for RWGM staff and supervisors

ETM will submit schedule and budget to complete all requested Reimbursable Services related work to the City's Project Manager for approval prior to proceeding with the work.

Reimbursable Services after September 30, 2014 are to be funded at a later date.

PROJECT MANAGEMENT

ETM is responsible for the day to day supervision and management of ETM personnel and coordinating all work with City's Project Manager or his authorized representative.

The successful completion of any project requires that all project stakeholders understand the scope and schedule and their respective roles and responsibilities in meeting project goals. On receipt of notice to proceed, ETM will develop a work plan and schedule in accordance with the final Scope of Work and contract.

Project Management Services after September 30, 2014 are to be funded at a later date.

Exhibit "CC"

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

PART I - GENERAL				
1. Project NPDES Amendment 22		2. Proposal Number P-21-91		
3. Name of Consultant England-Thims & Miller, Inc.		4. Date of Proposal 10/7/2013		
PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	\$ 65.00	0	\$ 0.00	
Project Manager	\$ 49.83	1754	\$ 87,401.82	
Engineer	\$ 42.50	1116	\$ 47,430.00	
Programmer	\$ 32.67	1720	\$ 56,192.40	
CADD/GIS Analyst	\$ 26.68	3228	\$ 86,123.04	
Field Technician	\$ 26.59	0	\$ 0.00	
Clerical	\$ 21.43	106	\$ 2,271.58	
TOTAL DIRECT LABOR		7924		\$ 279,418.84
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	150 % x Total Direct Labor			\$ 419,128.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$ 698,546.84
8. PROFIT: Labor Related Costs (Item 7)		x	10%	\$ 69,855.00
PART III - OTHER COSTS				
9. Miscellaneous Direct Costs				
Transportation			\$ 2322.12	
Web Site Hosting and Database Administration			\$ 24000.00	
Reproduction			\$ 5874.00	
Shipping			\$ 440.00	
Provide Data Extracts and Maps to Other Agencies			\$ 2000.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL			\$	\$ 34,636.12
10. CREDITS				
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
CREDITS SUB-TOTAL			\$	\$ 0.00
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)				\$ 803,037.96
11. Reimbursable Costs - Limiting Amount				
YR 2 NPDES Annual Report Meetings with FDEP			\$ 10000.00	
Education/Outreach and Training Support			\$ 45000.00	
Tributaries 1 & 2 BMAP Annual Report Support			\$ 20000.00	
NPDES Yr 2 Annual Report Preparation Support			\$ 15000.00	
RWGM Reference Manual Development Support			\$ 25000.00	
SUB-TOTAL REIMBURSABLES				\$ 115,000.00
PART IV - SUMMARY				
TOTAL AMOUNT OF CONTRACT AMENDMENT #22 (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11)				\$ 918,037.96
12. PRIOR CONTRACT AMOUNT (Through Amendment #21)				\$15,936,866.85
AMENDED AMOUNT OF CONTRACT				\$16,854,904.81