

6398-4
Amd 23

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

THIS TWENTY-THIRD AMENDMENT to Agreement is made and entered into this 3 day of February, 2015, 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-two (22) times previously; and

WHEREAS, said Agreement should be amended further by: revising the Scope of Services by adding and incorporating **Exhibit "DD"**, attached hereto and incorporated herein by this reference; adding and incorporating a new Contract Fee Summary identified as **Exhibit "EE"**, attached hereto and incorporated herein by this reference; increasing the lump sum for Enhanced Mapping/GIS Updates Cycle 3, as described in **Exhibit "DD"**, by \$791,423.12, as detailed in **Exhibit "EE"**, to a new maximum lump sum amount of \$2,892,926.83; increasing the not-to-exceed limit for Education Outreach and Training Support, as described in **Exhibit "DD"**, in an amount not-to-exceed \$15,000.00, as detailed in **Exhibit "EE"**, to a new maximum not-to-exceed \$135,000; increasing the not-to-exceed limit for Tributaries 1 & 2 BMAP Annual

Report Support, as described in **Exhibit “DD”**, in an amount not-to-exceed \$20,000.00, as detailed in **Exhibit “EE”**, to a new maximum not-to-exceed \$75,000.00; adding a new paragraph “(u)” in Section 3.2 providing a new not-to-exceed limit for Year 3 NPDES Annual Report Preparation, as described in **Exhibit “DD”**, in an amount not-to-exceed \$25,000.00, as detailed in **Exhibit “EE”**; adding a new paragraph “(v)” in Section 3.2 providing a new not-to-exceed limit for Public Works Department Special Project Request, as described in **Exhibit “DD”**, in an amount not-to-exceed \$25,000.00, as detailed in **Exhibit “EE”**; adding a new paragraph “(w)” in Section 3.2 providing a new not-to-exceed limit for Bacterial Control Plan and Special Project Report, as described in **Exhibit “DD”**, in an amount not-to-exceed \$65,000.00, as detailed in **Exhibit “EE”**; adding a new paragraph “(x)” in Section 3.2 providing a new not-to-exceed limit for Mowing and Landscape Maintenance Division Technical Support and Special Project Requests, as described in **Exhibit “DD”**, in an amount not-to-exceed \$25,000.00, as detailed in **Exhibit “EE”**; and, increasing the CITY’s maximum indebtedness by an amount not-to-exceed \$966,423.12 to a new cumulative maximum not-to-exceed \$17,821,327.93, 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 “DD”** 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’, ‘BB’, and ‘DD’.**”

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 “DD”**, by \$791,423.12, as detailed in **Exhibit “EE”**, to a new maximum lump sum amount of \$2,892,926.23, and as amended shall read as follows:

“(n) For Enhanced Mapping/GIS Updates Cycle 3, as described in **Exhibits ‘X’, ‘Z’, ‘BB’, and ‘DD’**, a lump sum amount of TWO MILLION EIGHT HUNDRED NINETY-TWO THOUSAND NINE HUNDRED TWENTY-SIX AND 83/100 DOLLARS (\$2,892,926.83), as detailed in **Exhibits ‘Y’, ‘AA’, ‘CC’, and ‘EE’**, 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 “DD”**, in an amount not-to-exceed \$15,000.00, as detailed in **Exhibit “EE”**, to a new maximum not-to-exceed \$135,000.00 and as amended shall read as follows:

“(o) For Education Outreach and Training Support, as described in **Exhibits ‘X’, ‘Z’, ‘BB’, and ‘DD’**, an amount not-to-exceed ONE HUNDRED THIRTY-FIVE THOUSAND AND 00/100 DOLLARS (\$135,000.00), as detailed in **Exhibits ‘W’, ‘AA’, ‘CC’, and ‘EE’.**”

6. Section 3.2(p) of said Agreement is amended in part by increasing the not-to-exceed limit for Tributaries 1 & 2 BMAP Annual Report Support, as described in **Exhibits ‘X’, “BB”, and ‘DD’**, in an amount not-to-exceed \$20,000.00, as detailed in **Exhibits ‘Y’, “CC”, and ‘EE’**, to a new maximum not-to-exceed \$75,000.00, and as amended shall read as follows:

“(p) For Tributaries 1 & 2 BMAP Annual Report Support, as described in **Exhibits ‘X’,**

'BB', and **'DD'**, an amount not-to-exceed SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$75,000.00), as detailed in Exhibits **'Y'**, **'CC'**, and **'EE'**."

7. Section 3.2 of said Agreement is amended in part by adding a new paragraph "(u)" providing a new not-to-exceed limit for Year 3 NPDES Annual Report Preparation, as described in Exhibit **"DD"**, in an amount not-to-exceed \$25,000.00, as detailed in Exhibit **"EE"**, and as amended shall read as follows:

"(u) For Year 3 NPDES Annual Report Preparation, as described in Exhibit **'DD'**, an amount not-to-exceed TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00), as detailed in Exhibit **'EE'**."

8. Section 3.2 of said Agreement is amended in part by adding a new paragraph "(v)" providing a new not-to-exceed limit for Public Works Department Special Project Request, as described in Exhibit **"DD"**, in an amount not-to-exceed \$25,000.00, as detailed in Exhibit **"EE"**, and as amended shall read as follows:

"(v) For Public Works Department Special Project Request, as described in Exhibit **'DD'**, an amount not to exceed TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00), as detailed in Exhibit **'EE'**."

9. Section 3.2 of said Agreement is amended in part by adding a new paragraph "(w)" providing a new not-to-exceed limit for Bacterial Control Plan and Special Project Report, as described in Exhibit **"DD"**, in an amount not-to-exceed \$65,000.00, as detailed in Exhibit **"EE"**, and as amended shall read as follows:

"(w) For Bacterial Control Plan and Special Project Report, as described in Exhibit **'DD'**, an amount not-to-exceed SIXTY-FIVE THOUSAND AND 00/100 DOLLARS (\$65,000.00), as detailed in Exhibit **'EE'**."

10. Section 3.2 of said Agreement is amended in part by adding a new paragraph "(x)" providing a new not-to-exceed limit for Mowing and Landscape Maintenance Division

Technical Support and Special Project Requests, as described in **Exhibit “DD”**, in an amount not-to-exceed \$25,000.00, as detailed in **Exhibit “EE”**, and as amended shall read as follows:

“(x) For Mowing and Landscape Maintenance Division Technical Support and Special Project Requests, as described in **Exhibit ‘DD’**, an amount not-to-exceed \$25,000.00, as detailed in **Exhibit ‘EE’**.”

11. Section 3.5 of said Agreement is amended in part by increasing the CITY’s maximum indebtedness by an amount not-to-exceed \$966,423.12 to a new cumulative maximum not-to-exceed \$17,821,327.93, 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 SEVENTEEN MILLION EIGHT HUNDRED TWENTY-ONE THOUSAND THREE HUNDRED TWENTY-SEVEN AND 93/100 DOLLARS (\$17,821,327.93).

8. Attach **Exhibits “DD”** and **“EE”** 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.

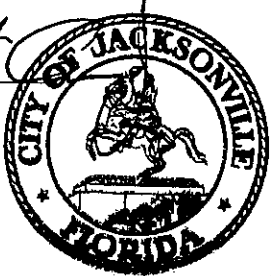
[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties, by and through their respective authorized representatives, have caused this Twenty-Third 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: Cleveland Ferguson III
Alvin Brown, Mayor Deputy Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2015-01

WITNESS:

ENGLAND, THIMS & MILLER, INC.

By: Errol R. Bos
Signature
ERROL R. BOS
Type/Print Name
PROJECT MANAGER
Title

By: Juanitta Boder Clem
Signature
Juanitta Boder 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. Ronald Belton
Director of Finance
City Contract #6398-4
Amendment #23

Form Approved:

James R. McCain
Office of General Counsel

G:\Gov't Operations\JMcCain\PW\Amendments\EnglandThims&Miller#23.NPDES.K#6398-4.010515.rtf



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/7/2015

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 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 Harden and Associates 501 Riverside Avenue, Suite 1000 Jacksonville FL 32202	CONTACT NAME: Todd Peters	
	PHONE (A/C, No, Ext): 904-354-3785	FAX (A/C, No): 904-634-1302
E-MAIL ADDRESS: tpeters@hardeninsight.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: National Fire Insurance Co.		20478
INSURER B: Valley Forge Insurance Company		
INSURER C: Continental Casualty Co.		20443
INSURER D: Transportation Insurance Co.		20494
INSURER E:		
INSURER F:		

INSURED ENGLA-1
 England Thims & Miller Inc.
 Robert M Angas Assoc Inc; EMM Properties, LLC
 14775 Old St. Augustine Rd.
 Jacksonville FL 32258

COVERAGES

CERTIFICATE NUMBER: 457751808

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		5095133518	1/1/2015	1/1/2016	EACH OCCURRENCE	\$1,000,000				
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000				
						MED EXP (Any one person)	\$15,000				
						PERSONAL & ADV INJURY	\$1,000,000				
						GENERAL AGGREGATE	\$2,000,000				
						PRODUCTS - COMP/OP AGG	\$2,000,000				
							\$				
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		2087980833	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000				
						BODILY INJURY (Per person)	\$				
						BODILY INJURY (Per accident)	\$				
						PROPERTY DAMAGE (Per accident)	\$				
						\$500 Comprehensive	\$500 Collision				
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		2087980847	1/1/2015	1/1/2016	EACH OCCURRENCE	\$10,000,000				
						AGGREGATE	\$10,000,000				
							\$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below <table style="float: right;"> <tr> <td>Y/N</td> <td>N/A</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Y/N	N/A	<input type="checkbox"/>	<input type="checkbox"/>		5096111288	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
Y/N	N/A										
<input type="checkbox"/>	<input type="checkbox"/>										
						E.L. EACH ACCIDENT	\$1,000,000				
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000				
						E.L. DISEASE - POLICY LIMIT	\$1,000,000				
C	Professional Liability		AEH113771078	1/1/2015	1/1/2016	Per Claim	\$10,000,000				
						Aggregate	\$10,000,000				

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

Certificate Holder is included as additional insured with regards to General Liability. Cancellation clause is as shown except for non-payment which is 10 days.

CERTIFICATE HOLDER**CANCELLATION**

City of Jacksonville
 117 West Duval St, Ste 480
 Jacksonville FL 32202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Todd Peters

© 1988-2010 ACORD CORPORATION. All rights reserved.

PROCUREMENT DIVISION



December 11, 2014

The Honorable Alvin Brown, Mayor
City of Jacksonville
4th Floor, St. James Building
Jacksonville, FL 32202

Dear Mayor Brown:

Ref: P-21-91 Engineering Services on the NPDES Permit (Amendment No. 23)
Department of Public Works

The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building, for the purpose of amending the above-referenced contract.

The following motion and/or recommendation was adopted:

That Contract No. 6398-4, originally executed June 24, 1991, between the City and England-Thlms & Miller, Inc., for Engineering Services on the NPDES Permit be amended to: incorporate the attached Scope of Services identified as Exhibit DD; incorporate the attached Contract Fee Summary identified as Exhibit EE; Increase the lump-sum amount for Enhanced Mapping/GIS Updates Cycle 3 by \$791,423.12 to a new limit of \$2,892,926.83; Increase the not-to-exceed limits for: Education Outreach and Training Support by \$15,000 to a new limit of \$135,000.00; and Tributaries 1 & 2 BMAP Annual Report Support by \$20,000.00 to a new limit of \$75,000.00; and to add new not-to-exceed limits for; Year 3 Annual Report Preparation Support in the amount of \$25,000 and Public Works Department Special Project Request in the amount of \$25,000.00, Bacterial Control Plan and Special Project Report in the amount of \$45,000.00, and Mowing and Landscape Maintenance Division Technical Support and Special Project Requests in the amount of \$25,000.00; thereby increasing the maximum indebtedness to the city by \$966,423.12 to a new total maximum indebtedness of \$17,821,327.93. All other terms and conditions, as previously amended, shall remain the same. Nothing contained herein shall be amended, modified, or otherwise revised, without prior approval, from the PSEC and the Mayor.

If the foregoing meets your approval, please affix your signature and return to my office.

Respectfully submitted,

Gregory Pease
Gregory Pease, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

APPROVED:

Alvin Brown
Alvin Brown, Mayor

This 11th day of December, 2014

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

GP

CC: Council Auditor
Janina Starkwek, OGC
Barbara Turner, GAD
Subcommittee Members

INTRA-GOVERNMENTAL SERVICES DEPARTMENT

214 N. Hogan Street, Suite 800 | Jacksonville, FL 32202 | Phone: 904.255.8800 | Fax: 904.255.8837 | www.coj.net

**SCOPE OF SERVICES
AMENDMENT 23
OCTOBER 29, 2014**

**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, 2014 through September 30, 2015.

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

- Update of the City's Stormwater Management Plan (SWMP).
- Implementation of public education/outreach and City staff training programs in accordance with Cycle 3 Permit requirements.
- Development, release, and support of inspection, analysis, and reporting tools and related databases to:
 - Support the SOPs as defined in the SWMP;
 - Support the planning, tracking and coordination of proactive maintenance activities completed as part of the City's Stormwater Action Team (SWAT) initiative;
 - Update M&LMD databases and continue to support the Division's illegal dumping investigations and removal activities;
 - Effectively manage and report stormwater infrastructure maintenance and inspection activities in accordance with Cycle 3 Permit requirements;
 - Identify and eliminate illicit discharges, connections and dumping; and
 - Fulfill annual Tributaries BMAP reporting obligations.
- Demonstrate sufficiency of effort and progress toward meeting Tributaries BMAP load reduction objectives.
- Fulfill Ribault River WBID Bacteria Control Plan implementation requirements .

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 (City) 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's Information Technology Department (ITD) GIS Section at the completion of work for posting by ITD to the City's intranet site.

- 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 Public Works Department (PWD) Engineering will determine 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 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 to the City's 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 (City or FDOT)

ETM as part of its MS4 Maintenance update scope of work will also:

- Work with RWSM managers to identify areas within the City in which the City's MS4 has been expanded since completion of field inventory and as-built drawings have not been forwarded to ETM.
- Add RWSM Maintenance Sector polygons to the NPDES GIS database, update the MS4 inspection module database to identify structures within each Maintenance Sector, and enable the assignment of MS4 inspections by Maintenance Sector.
- Update M&LMD roadside ditch, outfall ditch, and pond maintenance data stored within the NPDES GIS database and the Division's Maintenance and Inspection Module.

MS4 Inventory Update and Maintenance during the Cycle 3 Permit beyond September 30, 2015 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 will, based on FDEP's Year 3 Annual Report findings and recommendations, work with City staff to revise SOPs and update the SWMP as required. ETM will also incorporate into the SWMP the following.

- A Research reference and procedures guide for use by RWSM area and road supervisors.
- SOPs developed and/or updated as part of the Amendment 23 scope of work.

Update of the SWMP during the Cycle 3 Permit beyond September 30, 2015 is 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 previous Amendments 18, 19, 20, 21, and 22 with the release of additional tools (applications) that:

- Fulfill Cycle 3 Permit MS4 inspection and maintenance reporting requirements;
- Support MS4 routine maintenance and SWAT activities
- Demonstrate sufficiency of effort for Tributaries BMAP reporting; and
- Maximize Main Stem BMAP load reductions under the City's Septic Tank Phase Out Program.

All applications developed and released under this Amendment will conform to the standards and system architecture underlying those developed and released under previous Amendments 18, 19, 20, 21, and 22. The functionality of each application, including reporting will be based on requirements identified and documented through user interviews conducted prior to proceeding with development/programming of each application.

The following paragraphs describe the applications to be developed and released, or updated under Amendment 23.

MS4 Capital and R&R Project Tracking

The Cycle 3 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).

As part of the Amendment 22 scope of work, ETM developed a Septic Tank Phase Out Program Management Tool (STPO PM Tool). This tool is used by all program team members to coordinate Lateral Only Connection (LOC) STPO project planning, preliminary and nutrient load reduction modeling, public outreach, design, construction and related document management and storage.. ETM will as part of the Amendment 23 scope of work update the STPO PM Tool database and functionality as requested by the STPO Program Manager.

ETM will also during Amendment 23 develop and release a Capital and R&R Project tracking tool. The purpose of this tool is to enable PWD Engineering, RWSM R&R project planning and design staff, and the City's Stormwater Utility Program Manager indicate the location and status of planned and active capital and R&R projects. 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 annual status reporting by:

- General location, status, and WBID;
- Current Fiscal year and 5-year CIP Total and per project budget; and
- Expenditures to date and during the current NPDES Permit and BMAP reporting year

ETM is responsible for the creation of the Capital and R&R Project Tracking Tool database and the initial posting of a project to the database. Update of information for each project is the responsibility of the City's authorized users.

MAXIMO Extract Refinement

The objective of the interface between MAXIMO with the NPDES GIS is to support work order planning as well as historical work activity tracking and analysis. As part of the Amendment 22 scope of work ETM worked with PWD MAXIMO support staff to define repeatable standard MAXIMO extract scripts.

ETM will during Amendment 23 work with PWD MAXIMO support staff to:

- Refine existing extract scripts;
- Define how MAXIMO work order information is to be stored and presented to users via the MS4 Operations and Maintenance Planning Module; and
- Identify and implement standard queries within MAXIMO to report work order and work type.

All MAXIMO programming and related documentation will be completed by City MAXIMO support staff.

Stormwater Operations & Maintenance (O&M) Planning Tool

The Amendment 22 scope of work included development of maps and datasets to support SWAT work planning, accomplishment tracking, and coordination and quarterly MAXIMO extracts.

As part of the Amendment 23 scope of work ETM will leverage the lessons learned and datasets developed during Amendment 22 ETM will in coordination with COJ ITD implement a SQL Server Integration Service based interface with QALERT to support citizen request response investigations and O&M Planning via the NPDES Master web site. The primary purpose of the O&M Planning Tool is to assist Public Works operation managers and staffs respond to citizen requests and analyze active and historical Proactive and citizen request driven work at the Maintenance Sector level to prioritize routine and SWAT initiative maintenance work.

The O&M Planning Tool will include the following data and functionality.

- A rolling 3-year history of Citizen Request driven and proactive MAXIMO work orders, updated quarterly and by work type and status.
 - MAXIMO work order information will include location, activity and task descriptions along with reported accomplishments and costs
 - Work orders cancelled, transferred out, determined to not be City, or referred to others will be not be included in the O&M Planning Tool database.
- Database of proactive, citizen request driven, and imitative focused maintenance work in progress and completed.
- The ability to extract data to excel for special purpose analysis and reporting.
- The ability to extract map data for special project purposes.
- Extract of maintenance work accomplishments and associated cost by date range, type, and WBID to support NPDES Permit and Tributaries BMAP Annual Reporting.

Private Lift Station, MS4 Structure and IDDE Inspection Tools Update

The City's Environmental Quality Division (EQD) has been using Private Lift Station, MS4 Structure and IDDE Inspection Tools developed and released by ETM for over 2 years. During this period EQD function group managers and supervisors determined that update functionality would assist staff in completing their assigned work.

ETM will during Amendment 23 update functionality within each existing application to improve existing functionality.

- Update of functionality will not begin until update requirements are defined and documented in an update requirements request per tool.
- Functionality update is limited to improving the capture or reporting of accomplishments within existing workflow or minor modifications thereto.
- Update of each tool's specific database to correct long standing data completeness and integrity or correct data errors created by EQD staff will not be included within ETM's lump sum scope of work.

Toolkit User Support and Web Site Hosting

ETM will, under this Amendment, host and maintain the NPDES web site and all applications developed under this amendment as well as previous Amendments 18, 19, 20, 21, and 22.

ETM will provide initial user training and support for 30 calendar days following initial release of each tool developed as part of the Amendment 23 scope of work. User training and support of previously released tools updated during Amendment 23 will be limited to 15 calendar days. The City's 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 and 15 day user training and support periods described above.

All technical support requests will be forwarded to ETM by the appropriate City function group manager or supervisor via email. The email forwarded will include a description of the issue and related screen shots of the problem encountered and the application/tool

generated error notification. ETM will respond to all technical support requests within 24 hours of receipt. ETM will resolve technical issues in a timely manner but cannot commit to completing all technical support requests within 24 hours. ETM will also inform the City function group manager or supervisor if and when the application will be taken off line to test and post a "fix" to the application.

ETM's technical support work is limited to responding to and resolving functionality and performance issues associated with the web site and each module released. ETM is not responsible for addressing connectivity or performance caused by City owned or maintained local area networks, routers, Citrix, air cards or web site access restrictions

Toolkit User Support and Web Site Hosting services after September 30, 2015 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 but is not limited to the following.

- Annual Tributaries BMAP I & II report preparation assistance for reports to be submitted in January 2015
- NPDES Year 3 Annual Report Preparation Support & Participation in Annual Report Review and Audit meetings with FDEP
- Public Education and Outreach Plan support
- Bacteria Control Plan and Special Project Support

ETM will submit a schedule and cost estimate to complete each requested Reimbursable Service requiring more than 40 hours of labor and is not to be completed within 3 business days of receipt of request.

Reimbursable Services after September 30, 2015 are to be funded at a later date.

PROJECT MANAGEMENT

ETM is responsible for the day to day supervision and management of ETM personnel. ETM will prepare and distribute to all project stakeholders a monthly status report. The status report will summarize the status of all work in progress, describe work completed and planned as well as any outstanding issues that may impact timely completion of authorized work.

Project Management Services after September 30, 2015 are to be funded at a later date.

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

PART I - GENERAL				
1. Project NPDES Amendment 23			2. Proposal Number P-21-91	
3. Name of Consultant England-Thims & Miller, Inc.			4. Date of Proposal 10/10/2014	
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	1538	\$ 76,638.54	
Engineer	\$ 42.50	1852	\$ 78,710.00	
Programmer	\$ 32.67	1820	\$ 59,459.40	
CADD/GIS Analyst	\$ 26.68	1816	\$ 48,450.88	
Field Technician	\$ 26.59	0	\$ 0.00	
Clerical	\$ 21.43	234	\$ 5,014.62	
TOTAL DIRECT LABOR		7260		\$ 268,273.44
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	150 % x Total Direct Labor			\$ 402,410.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$ 670,683.44
8. PROFIT: Labor Related Costs (Item 7) x 10%				\$ 67,068.00
PART III - OTHER COSTS				
9. Miscellaneous Direct Costs				
Transportation			\$ 1891.68	
Web Site Hosting and Database Administration			\$ 28200.00	
Reproduction			\$ 19100.00	
Shipping			\$ 480.00	
Provide Data Extracts and Maps to Other Agencies			\$ 4000.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL			\$	\$ 53,671.68
10. CREDITS				
			\$ 0.00	
CREDITS SUB-TOTAL			\$	\$ 0.00
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)				\$ 791,423.12
11. Reimbursable Costs - Limiting Amount				
Public Education/Outreach and Training Plan Support			\$ 15000.00	
Tributaries I & II BMAP Annual Report Support (January 2015)			\$ 20000.00	
PWD Special Project Requests			\$ 25000.00	
NPDES Year 3 Annual Report Support			\$ 25000.00	
Bacteria Control Plan and Special Project Support			\$ 65000.00	
M&LMD Technical Support & Special Project Requests			\$ 25000.00	
(M&LMD Reimbursable Services funded by M&LMD)				
SUB-TOTAL REIMBURSABLES			\$	\$ 175,000.00
PART IV - SUMMARY				
TOTAL AMOUNT OF CONTRACT AMENDMENT #23 (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11)				\$ 966,423.12
12. PRIOR CONTRACT AMOUNT (Through Amendment #22)				\$16,854,904.81
AMENDED AMOUNT OF CONTRACT				\$17,821,327.93