Docusign Envelope ID: 31FA422F-7AD5-48F4-88DE-F38514008F9C

City of Jacksonville, Florida
Procurement Award Form (PAF)

Part 1: Form Type JPAC Award Request and Administrative Details

Goods and/or Services: NPDES Engineering and Permit Administration Services - P-03-22

Requested Action/Authority:

Recommend approval to increase award to England-Thims & Miller contract number 70224-23 by $1,045,942.96 for a new NTE amount of $2,914,720.28 for the period ending February 23, 2025.

Justification/Explanation:

See attached for information & funding information

Legal Contract #:	70224-23	Contract Date:	02/23/2023	Change Order/AMD #:	Amendment #2	
PO/Release #:	654712-23	Bid Date:	05/11/2022	Awarded Supplier:	England Thims & Miller Inc.	
Licenses Verified:	N/A	Effective Date:	09/26/2024	Basis of Award:	Highest Evaluated	
Federally Funded:	N/A	No. Invited:	N/A	Responses Received:	1	Attachments:
Solicitation:	N/A - P-03 - 22			Procurement Contract #:	POA - 70224-23	
Executed By:	Office of General Counsel					

PoP:Base:	2 years	Options:	Two (2) Two Year Additional Year Options	Extension(s):	N/A
JSEB Rec.:	Encouragement	%:	0	Bonds Waived Pursuant To:	N/A

Fund:	00000	Center:	000000	Acct:	000000	Proj:	000000	Activity:	00000000	$	1,045,942.96
Fund:		Center:		Acct:		Proj:		Activity:		$	
Fund:		Center:		Acct:		Proj:		Activity:		$	

New NTE/GMP:	$ 2,914,720.28	Contingent Amount:	$ 0.00	DMP/ODPO Amount:	$ 0.00

Using Agency/BU:	PWGM:R-O-W_AND_STORMWATER_MAINTENANCE			
Concurrence:	Signed by: Gibbs, Sheldon 843DE27A46A74CA...	Title:	CHIEF OF ENGINEERING CONSTRUCTION MANAGEMENT	9/18/2024
Concurrence:	Signed by: Long, Melissa 2A11AABE32A449A...	Title:	CHIEF OF ENVIRONMENTAL QUALITY	9/18/2024
Concurrence:	DocuSigned by: Nina Sicker 1EFA223D5023487...	Title:	DIRECTOR OF PUBLIC WORKS	9/18/2024
Concurrence:		Title:		

Procurement Analyst/Buyer:	Signed by: Warchol, LeeAnn 72F42AB443D04B7...	Chief of Procurement:	DocuSigned by: B19F1D517352456... 9/23/2024
Name:	Warchol, LeeAnn	Name:	Dustin L. Freeman

Part 2: JPAC Actions on Above Requests/Recommendations
All Award Actions Subject to Lawfully Appropriated Funds

Members Who Approve:	
Members Who Disapprove:	
Other Action:	

Date:

Part 3: Final Awarding Authority Action

Action:

Date:

Signature:

Docusign Envelope ID: 31FA422F-7AD5-48F4-88DE-F38514008F9C

PAF Instructions

Form Type: Select the type of award from the dropdown options. This form will be used for all Procurement awards (Administrative Awards and JPAC Requests).

Goods and/or Services: Enter a brief description of the types of goods and services included in the request.

Requested Action/Authority: Enter a brief description of the requested action or authority being sought. i.e.; *request permission to award to the lowest, responsive responsible bidder for ITB or award the highest ranked supplier for an RFP*.

Justification/Explanation: Enter a brief justification or explanation for the requested action. Use this box to add any additional information such as additional account strings, or other information essential for contract execution.

Legal Contract Number: Provide the existing City contract number if applicable. This will be the same number as your POA number.

Contract Date: Select the effective date for the contract using the calendar option in the form. Leave blank for contracts to become effective on the execution date.

Change Order/AMD #: Provide the applicable Change Order or Amendment number represented by this request.

Date: Enter the date of PAF submission.

Effective Date: Enter the effective date of requested authority and/or action.

Solicitation: Select the competitive procurement method used (1Cloud generated prefix), enter the 1Cloud generated numbering sequence, and 1Cloud generated fiscal year of solicitation

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA),

Procurement Contract #: This is your PO number. Select Type, Enter Number

PO/Release Number: Enter PO Release Number

Awarded Supplier: Enter Awarded Supplier Name

Federally Funded: Select yes or no from dropdown if Federal Funds will be used.

Responses Received: This is the number of responses received.

No Bids Received: The number of responses received that indicated supplier would not bid.

Executed By: Select whether executed by OGC or JPAC / Chief of Procurement

PoP Base: Select the Period of Performance for the initial period.

Options: Period for each renewal period i.e. one (1) two (2) year.

Docusign Envelope ID: 31FA422F-7AD5-48F4-88DE-F38514008F9C

Extensions: How many extensions have we preformed after the initial base period and option periods have been completed?

JSEB Goal: Select the percentage established by JSEB.

JESB Other: Select Encouragement or Set Aside Option

Bonds Waived Pursuant to: Select authority allowing bonds to be waived.

Funding Source: Fund/Center/Account/Project/Activity, all fields are required even if zeros.

New NTE/GMP: Enter the new total not to exceed the amount. Note, this should match the contract maximum indebtedness, if applicable**.**

Contingent Amount: If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

DMP/ODPO Amount: Enter the total Direct Materials Purchase/Owner Direct Purchase Order amount for project.

Attachments: Name any attachments included as supplemental information to the PAF.

Using Agency/BU: This should be the requesting agency/requirement owner.

Concurrence: Electronic Signature

Title: Enter the title of person electronically signing form.

**Any fields where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

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Goods and/or Services:
England Thims & Miller, Inc.
NPDES Engineering and Permit Administration Services
Amendment 2 P-03-22 Contract 70224-23/ PO 654712-23

Justification/Explanation:
Recommend approval for Amendment #3 incorporate the Scope, Exhibit E & Fee Summary, Exhibit F to increase the lump sum amount for NPDES Engineering and Permit Administration Services by $698,942.96 to a new limit of $2,282,720.28, to increase the not to exceed limits for: PWD Special Project Requests by $25,000.00 to a new limit of $73,500.00; EQD Special Project Requests by $25,000.00 to a new limit of $73,500.00 and M&LM Division Special Project Requests by $30,000.00 to a new limit of $90,000.00 and Application Platform Fees, other direct costs and shipping by $267,000.00 to a new limit of $395,000.00, thereby increasing the maximum indebtedness to the city by $1,045,942.96 to a new maximum indebtedness of $2,914,720.28.

Funding:

ACCOUNTS:	TOTAL
44101-156002-531090-000000-00000000-00000-0000000	$925,000.00
00111-154005-531090-00000-00000000-00000-0000000	$45,803.96
11401.153002.531090.010263.00000000.00000.0000000	$75,139.00
TOTAL	$1,045,942.96

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EXHIBIT E

Scope of Services
City of Jacksonville Contract
NPDES Engineering and Permit Administrative Services for FY24/25, Amendment 2 to Contract 70224-23
July 2024

Introduction

The Public Works Department of the City of Jacksonville (City) is responsible for the operation and maintenance of the Municipal Storm Sewer System (MS4). The following City departments and divisions actively support the Stormwater Management Program (SWMP).

- Public Works Department (PWD)
  - Engineering and Construction Management Division
  - Right of Way and Stormwater Maintenance (RWSM) Division
  - Mowing and Landscape Maintenance (MLM) Division
  - Solid Waste Division
- Neighborhoods Department
  - Environmental Quality Division (EQD) Water Branch
- Planning & Development Department
  - Development Services Division

This Contract Amendment 2 is consistent with the Term of Agreement in the RFP (two years from Contract issuance) and defines/funds the services of England, Thims, & Miller, Inc. (ETM) for the Fiscal Year (FY24/25, October 1, 2024 through September 30, 2025) which depending upon permit issuance (pending). We assume that the permit will be issued and have an effective date of October 1, 2024 which will be the start of NPDES Permit Cycle 5 Year 1.

Contract Renewal. The Contract (70224-23) term continues until February 23, 2025 with two additional two-year renewal periods upon satisfactory performance. ETM hereby requests a renewal period for an additional two years from the contract term limit to February 23, 2027.

Rate Increase Proposal: ETM labor rates have remained the same since the beginning of the contract in February 2023. We hereby request a labor rate increase according to the calculated Consumer Price Index (CPI) as of April 2024. The percentage increase in CPI is 4.22% and shown on the attached CPI calculation sheet along with the proposed rates.

Labor Title: ETM requests creating a labor title of GIS Technician III for an employee that has been working on the NPDES project for the past 10 years and working in the GIS field for over 15 years. We propose a base rate for the GIS Technician III title of $26.90/hr using the CPI increase for this year just slightly higher than the $22.80 for a GIS Technician title.

The objective of this Scope of Services is to support the City with the update and ongoing implementation of its Stormwater Management Program as required by the pending NPDES Permit and includes the following:

- Update and Maintenance of the City and FDOT District 2 MS4 asset GIS Database.
- Update and support of the web asset management application system.

- Conduct MAXIMO (TIVOLI) work order data analysis to assess and enable the reporting of stormwater infrastructure maintenance and inspection activities and effectiveness in accordance with NPDES Permit requirements.
- Preparation support of the City's NPDES Cycle 4 Year 8 (C4Y8) Annual Report, due in March 2025.
- Preparation support of the Ribault River and Strawberry Creek Bacteria Pollution Control Plan (BPCP) Status Reports for the period October 2023 through September 2024 (C4Y8), due in March 2025.
- Preparation support for the TMDL Prioritization Report due six months after Permit issuance.
- Preparation support of the City's Tributaries I & II BMAP Annual Report for the period October 2023 through September 2024, due on January 15, 2025.
- Assist EQD with the implementation of the SWMP Assessment Program and preparation of the NPDES C4Y8 SWMP Assessment Status Report due in March 2025.
- Provide NPDES related special project services as requested and authorized.

Scope of Services

The following is a per task description of ETM's scope of services for FY24/25.

Task 1 - MS4 Inventory Update and Maintenance

The NPDES Permit requires that the City maintain a current map-based inventory of MS4 infrastructure to support MS4 operations, maintenance and inspection activities, and the reporting of these activities in its Annual Report.

Task 1.A - MS4 Inventory Update

ETM shall, in accordance with NPDES Permit requirements, maintain a current inventory of the MS4 infrastructure owned and maintained by the City and FDOT District 2.

Update of MS4

- ETM will update MS4 information in the GIS on a daily basis, although due to the QA process and conflict resolutions, updates may not be seen in the database for a few weeks to a month. Data edits that have been validated via the QA process will be added to the web accessible MS4 map (OpenGov) on an approximately weekly to monthly basis.

- When City inspectors or other City staff request that assets be added to the inventory based on inspection findings or observations, data regarding the asset to be added, and any related connected asset, should be submitted with the request. Similarly, if a request is made to remove an asset from the inventory, a description of the extent of the features to be removed should accompany the request.

- A copy of the updated MS4 GIS inventory database will be forwarded to the City's Information Technologies Division (ITD) on a quarterly basis through the end of the fiscal year.

- The updated MS4 GIS inventory database will be used to update the interactive maps in OpenGov and the ETM Mapping tool approximately monthly to quarterly basis through the end FY24/25.

- All updated MS4 inventory work will be posted to the NPDES GIS database, and the hosted asset management system (OpenGov) will be maintained by ETM.

- The MS4 inventory maintained in ETM's software platform will serve as the MS4 infrastructure dataset which will be accessed and used by the City to support MS4 structural control inspections, proactive and reactive Illicit Discharge Detection & Elimination (IDDE) investigations, and other stormwater management plans and activities as required by the NPDES Permit.

- Positional accuracy of information will be relative to the City's parcel layer which is maintained by the Duval County Property Appraisers Office and will serve as the NPDES GIS parcel interactive map.

- The MS4 inventory shall be updated based upon as-builts, minor drainage addition and repair projects, and requests from City inspectors and other City staff.

- ETM will coordinate with the City PWD staff, City Planning and Development Department staff, FDOT, SJRWMD, JTA, and the City NPDES Coordinator regarding as-builts or other plans. Confirmation of both the ownership and maintenance entity of the assets will be provided by the City.

- All City provided as-built drawings will be forwarded to ETM as CAD drawing files or PDF files. Drainage as-built drawings for FDOT District 2 MS4 infrastructure within the City's MS4 jurisdiction will be forwarded to ETM by the FDOT District 2 NPDES Administrator or downloaded from the FDOT portal.

- Private, FDOT District 2, and City-owned and maintained roadways will be depicted via line style and/or color in the GIS applications.

- The FDOT District 2 NPDES Administrator will inform ETM of MS4 infrastructure and/or roadways transferred from FDOT to the City. ETM will review and confirm transfer information provided by FDOT with the City, prior to updating the MS4 inventory.

- Only private development and redevelopment project as-builts, for which the roadways and MS4 infrastructure has been transferred to the City, will be forwarded by the Development Services authorized representative for input into the MS4 inventory.

- Pipelining data will also be updated in the GIS based on information from the City.

- ETM will also provide any available as-builts to the City upon request.

- Private developments are not included in MS4 updates unless specifically requested by the City on an individual development basis.

- ETM will update parcel and roadway centerlines and related attribute information via a download of Duval County Property Appraisers Office parcel map regularly during FY24/25. Aerials will be updated twice a year. ETM will update the interactive maps in the web asset management application and ETM Mapping tool with the information as needed.

MS4 attributes collected from as-builts include the following:

- Manhole, inlet, and control structure rim and bottom pipe invert elevation.
- Control structure weir elevations
- Manhole, inlet, and control structure type

- Open and closed conveyance segment lengths
- Open and closed conveyance upstream and downstream invert/bottom elevations
- Open and closed conveyance material and year constructed
- Closed conveyance (pipe) dimensions and shape
- Check valve information
- All MS4 features will include owner (either City, FDOT, or private) information if known.

Major Outfall Inventory and Mapping

- All new major outfalls will be analyzed and reviewed with the COJ. ETM will track which major outfalls have been removed or added annually. A major outfall map or shapefile will be created annually as requested by the COJ or FDEP, if requested

Non-Major Outfall Inventory and Mapping

- Non-Major Outfalls. ETM will complete an initial screening of the geodatabase once a year to determine new non-major outfall locations. Endwalls, end of open conveyances, and closed conveyances near waterways will be screened as potential non-major outfalls. Major outfall parameters will also be screened out. The remaining potential non-major outfalls will be reviewed individually by ETM and then submitted to the City for review.

Inspection Batch Closing (City As-built and Markups).

- ETM will batch create and batch inspection close inspections for City As-builts and Markups within a few weeks to a month after rectifying and posting the GIS information in the OpenGov Application.

Catch Basin/Inlet Procedures.

- ETM will assist the City in developing a Catch Basin procedures plan. ETM will help the City to identify catch basins and inlets. Priority areas will be identified and activities to reduce litter in catch basins and inlets will be investigated for these areas. Maintenance and inspection procedures and frequencies will be developed by the City. During inspections, upgrades to the structures will be evaluated and determined.

Task 1.B - MLM Division Database Update

The MLM Division is responsible for routine maintenance (mowing, litter removal, and vegetation management/spraying) of roadside and off-road ditches, right-of-ways (ROWs), neighborhoods, parks, conveyance swales, MS4 ponds, and City-owned parcels. To support effective maintenance of these MS4 structures, ROW's, and public lands, ETM will:

- Ditch update. Add any new roadside and outfall ditches to be cleaned/re-graded by SWAT crews and/or cleaned as part of the Outfall Ditch Cleaning Project to the MLM Division's Application database as directed by the MLM Administrator.

- Ponds update. Update and add to the MLM Division's Application, City ponds posted to the NPDES GIS database (Task 1.A) and/or transferred to the MLM Division for routine maintenance as requested by MLM.

- MLM ROW, MLM Neighborhoods, MLM Parcels, and MLM Parks update. Update and add these MLM maintained assets to the MLM Division's Application as directed by the MLM Administrator.

- Contractor Schedules. Review and update all MLM Division contractor maintenance schedules for Fiscal Year 2025/26. If a contractor review is required, then final receipt of MLM Contractor

schedules review will be no later than August 1, 2025. Coordination with the MLM Administrator and contractors will be required to complete this task. Any contractor discrepancies (quantities, additions, deletions, and nomenclature) with the provided MLM asset list and schedule form will be sent to the MLM Administrator for review. Additional work for cycle changes for assets from the previous year will be charged to Task 6C. MLM Reimbursables Task.

- Contractor Schedule Check. ETM will configure the FY25/26 schedules to comply with MLM specifications.

TASK 2 – Stormwater Management Plan (SWMP) Update and Permit Required Reports

The NPDES Permit requires that the SWMP be updated as needed to reflect changes in City standard operating procedures and/or resource allocation.

Task 2.A - SWMP Update (Smart Book)

ETM will update the SWMP "Smart Book" which compiles all the related reports, documents, and procedures concerning the SWMP. ETM will also insert new plans and reports submitted to the FDEP as well as updated and new SOPs implemented by the City during FY24/25.

Task 2.B - NPDES Cycle 4 Year 8 (C4Y8) FY 23/24 Annual Report Preparation Support

- Assist with Annual Report. ETM will assist the City NPDES Coordinator with the collection of data maintained by various City departments. ETM will work with the City NPDES Coordinator to analyze, and format the data as well as draft supporting text for the following NPDES C4Y8 Annual Report Sections:
    - Section II Major Outfall Inventory
    - Section IV Fiscal Analysis
    - Section VII Stormwater Management Program
        - Part III.A.1 Structural Controls and Stormwater Systems Operations
        - Part III.A.3 Roadways - Street Sweeping and Nutrient Reduction Calculation
        - Part III.A.4 Flood Control Projects
        - Part III A.7.c Illicit Discharges and Improper Disposal
        - Part III A.7.g Limitation of Sanitary Sewer Seepage

  The collection, analysis and summarizing of data for all sections of the NPDES C4Y8 Annual Report form not listed in Task 2.B above will be completed by the City NPDES Coordinator or authorized representatives.

- Inspection Batch Closing (City SWAT and Outfall Ditch Cleaning programs). ETM will batch create and batch close inspections for City SWAT and Outfall Ditch Cleaning projects as requested by the City for C4Y8 time period so they may be included in the inspection count for the NPDES C4Y8 Annual Report due March 2025.

- FDOT MS4 Structures. In addition to the above, ETM will, in accordance with the City's inter-agency agreement with FDOT District 2, forward to the FDOT NPDES Administrator an updated count of MS4 structures within the City's MS4 jurisdiction and IDDE inspection information. This will assist FDOT in the completion of some sections of the FDOT C4Y8 Annual Report.

Task 2.C – Tributaries I & II BMAP Annual Report (FY 23/24) Preparation Support

The City is required to submit, by January 15, 2025, a status report summarizing planned, ongoing, and completed activities/projects for the tributaries I and II listed for the LSJR BMAP for the period since submittal of the most recent annual report.

- ETM will assist the City NPDES Coordinator with the preparation of the Tributaries I and II BMAP Annual Report for the period October 2023 through September 2024 (FY23/24.
- ETM will geocode CIP projects that can be included in this report.

The City NPDES Coordinator and PWD Engineering Division Chief or their authorized representative(s) are responsible for the addition and update of Stormwater Capital and DSR projects underway and completed as required in the instruction documentation provided by the FDEP. This information will be forwarded to ETM by the City for inclusion in the report.

Task 2.D – Ribault River and Strawberry Creek Bacteria Pollution Control Plan (BPCP) Status Reports for C4Y8 (FY23/24) and Total Maximum Daily Load (TMDL) Prioritization Plan

Ribault River and Strawberry Creek BPCP Status Reports. ETM will assist the City NPDES Coordinator with the preparation of the Ribault River and Strawberry Creek Bacteria Pollution Control Plan Status Reports for C4Y8 (October 2023 to September 2024). More specifically ETM will, in coordination with the City NPDES Coordinator, assemble necessary data and prepare an activity table for each report summarizing the following for the reporting year:

- EQD proactive and reactive IDDE, private lift station, and water quality complaint inspections and investigations.
- RWSM proactive and reactive maintenance activities.
- Septic tanks phased out during the current reporting year.
- FDOH of Duval County septic tank inspections and enforcement actions, and JEA's SSO response and maintenance activities. This data will be obtained by the City and forwarded to ETM.

The preparation of water quality monitoring trend analysis narrative along with related tables and maps will be completed by EQD staff.

TMDL Prioritization Plan. ETM will assist the City with the TMDL Prioritization Plan for waterbodies with a TMDL and without a BMAP. This report is due six months following the effective date of the pending NPDES Cycle 5 Permit.

TASK 3 – SWMP Assessment Program Implementation

The City submitted an updated SWMP Assessment Program Plan with their NPDES C4Y4 Annual Report in March 2021. The City is currently waiting for approval of this Plan. ETM will continue to assist City staff with the implementation of the FDEP-approved SWMP Assessment Program.

Task 3.A – SWMP Assessment Annual Report Preparation Support for C4Y8

ETM will assist the City NPDES Coordinator with the preparation of the NPDES C4Y8 SWMP Assessment Annual Status Report as defined from the FDEP-approved plan.

More specifically ETM will:

- Assemble and analyze all rainfall data and prepare draft narrative benchmark EMC text.
- Prepare draft narrative text for each of the following SWMP Assessment Key Performance Indicators (KPI's).
    - KPI 1 - MS4 Capital Improvement and Retrofit Projects Completed
    - KPI 2 - Septic Tank Phase Out
    - KPI 3 - Maintenance Activities Undertaken
    - KPI 4 - Load Reductions Achieved through Street Sweeping, Roadway Litter Removal, and Inlet Cleaning
    - KPI 5 - Structural Control Inspection Findings and Follow-up Maintenance

The City's water quality monitoring staff, at the direction of the City NPDES Coordinator will:

- Utilize long-term and current permit reporting year water quality monitoring data to summarize current permit year water quality sample results and the long-term water quality trend for each of the SWMP Assessment Program's focus waterbodies.
- Assemble data and prepare narrative text for KPI 6 – BMP Effectiveness.

TASK 4 – Permit Administration Application Technical Support

The purpose of this task is for ETM to provide user and technical support of the inspection and permit administration applications, dashboards, and reports during FY24/25.

Task 4.A – MAXIMO Extract Refinement

With the assistance of PWD MAXIMO (TIVOLI) support staff, ETM will, on an approximately quarterly basis, extract and geocode the drainage-related work orders. The geocoded work orders will enable ETM to assess and report MS4 maintenance activity and effectiveness.

- Summarize and update SWAT accomplishments.
- Consolidate work order data for the NPDES C4Y8 Annual Report and Ribault River and Strawberry Creek BPCP Annual Status Reports, and SWMP Assessment Annual C4Y8 Report.
- Analyze and format extracted MAXIMO (Tivoli) data to support PWD special project reporting and presentation needs.
- Download, analyze and format daily rainfall data from NOAA.

As in prior years, preparation and updated Maximo (TIVOLI) extract scripts and related documentation will be completed by City staff.

Task 4.B – Technical Support & Systems Administration

Maintain Web -based Applications. ETM will perform the following to maintain the web-based platforms:

- Maintain the inspection applications and MS4 viewer in the web-based platforms (OpenGov and ETM's Esri GIS Mapping Tool).
- Address City minor configuration requests and updates from the City.
- Site information such as WBID name and number, CPAC, Council District, etc. will be populated for new IDDE, private lift stations, and HRF assets on a monthly basis.
- Add information to Task or Asset drop down menus as requested by the City.
- Correct non-reoccurring, incorrectly entered, data from the inspectors as directed by the City.
- Provide contour data for requested areas as directed by the City.
- General administration of user accounts at the direction of the City.
- Update Application manuals as needed.

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

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 resolving all technical support requests within 24 hours.

ETM is not responsible for resolving connectivity or performance issues caused by City or FDOT District 2 owned or maintained desktop and notebook PCs, local area networks, routers, air cards, or web site access restrictions.

TASK 5 – Project Management

Task 5-A -Project Management

ETM is responsible for the preparation and distribution of monthly status reports to the project stakeholders. The status report will summarize work in progress, describe work completed and in progress as well as outstanding issues that may impact timely completion of work authorized in this amendment. Other project management responsibilities include the following:

- The general day to day coordination and supervision of the ETM and sub-consultant project team.
- Preparing for and attending program status and other meetings as requested and scheduled by the City Engineer, the City NPDES Coordinator or their authorized representative.
- Meetings with RWSM, EQD, MLM, and PWD to review work in progress and resolve issues that may impede the completion of the work as described in this scope of services.
- Assist with preparation for and participate in bi-monthly PWD/EQD coordination meetings and quarterly executive briefings.
- Interface with appropriate FDEP personnel on NPDES Permit requirements.

TASK 6 – Reimbursable Services

The purpose of the reimbursable services, Tasks 6A through 6C is to enable the City Project Manager, City NPDES Coordinator, and RWSM, MLM and EQD Division Chief(s) to authorize ETM to provide NPDES Permit special project services on an as-needed basis as budget permits.

Budget amounts allocated to each reimbursable service task (6.A, 6.B, and 6.C) can be redistributed as deemed necessary by the City NPDES Coordinator or authorized representative.

ETM will prepare and submit to the requesting department/division's authorized representative and the City NPDES Coordinator a statement of work and cost estimate for each special project request requiring more than 40 hours of labor to complete. For requests that require less than 40 hours of labor to complete, email or meeting correspondence between ETM and the City authorized representative will be used to authorize and document the work to be performed.

New Staff and Contractor Training and Layer Set Up in OpenGov Application or ETM Mark-up Mapping Tool to Reimbursable Task.

- ETM will add, delete, and replace users to the City Applications as requested during the contract period. Additional OpenGov software user's fee will NOT be an additional cost the City since the contract with OpenGov includes an unlimited number of users. However, OpenGov training and user set for new City staff will be billed at an hourly rate under Reimbursable Services.

- ETM will add, delete, and replace users to the Esri accounts as requested during the contract period. Any Esri licensing costs for additional users (above the existing 93 users) will be a prorated cost, billed to the Reimbursables Tasks at time of order. Renewal of that Esri license will be applied to the following year's contract.
- ETM will also provide initial user training and support for new City software application users as directed by the City during the contract amendment period.
- New settings and automations will be added and revised with regard to new users.
- Layers and screen dashboards will also be created for new users during the contract amendment period.

After the initial training, the City is responsible for assessing and maintaining integrity of all inspection findings and other data entered into the database by City staff and associated with each inspection type within the software platform.

Reimbursable services authorized may include but are not limited to the following:

Task 6.A - PWD NPDES Permit Special Project Requests

- Maps and related structure excel files to support SWAT crew field activities.
- SWAT accomplishment mapping and reports.
- Creation of City Council, public meeting, and other special purpose reports or presentation maps.
- Funding of certification and annual refresher level training courses for PW staff or any other COJ Division staff not listed. Courses to be conducted by FSA or other state certified trainer.
- Special purpose MAXIMO (TIVOLI) work order history/trend reports and maps.
- Perform upgrades to the existing inspection application as directed by RWSM.
- Prepare enhancement layers or gadgets to use in the OpenGov Application.
- Assist with the update of SOPs associated with RWSM.
- Outfall ditch cleaning program scheduling and coordination with contractors.
- Prepare Street Sweeping map updates.

Task 6.B - EQD NPDES Permit Special Project Requests

- Creation of City Council, public meeting, and other special purpose reports or presentation maps.
- Funding of certification level and annual refresher training courses of EQD staff. Courses to be conducted by FSA or other state certified trainer.
- Perform upgrades to the existing inspection application as directed by EQD.
- Prepare enhancement layers or gadgets to use in the OpenGov Application.
- Assist with the update of SOPs associated with EQD.
- Integration support of maintenance requests responses from the MyJax platform complaint system back to the OpenGov Application.
- Drone services for inspection of waterways or outfalls.
- Perform CCTV services of storm systems.
- Assistance with the BMAP Mainstem Wastewater plan.

Task 6.C - MLM Division NPDES Permit Special Project Requests

- Creation of City Council, public meeting, and other special purpose reports or presentation maps.
- Perform upgrades to the existing inspection and maintenance application as directed by MLM.
- Prepare enhancement layers or gadgets to use in the OpenGov Application.
- Assist with update of SOPs associated with MLM.

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- Training MLM personnel on the mobile application for the OpenGov Application.
- Funding of certification level and annual refresher training courses of MLM staff. Courses to be conducted by FSA or other state certified trainer.

Task 6.D - Direct Expenses

Direct expenses include costs associated with asset management application licensing fees, transportation, reproduction, printing, shipping, and hard copy data extracts.

- OpenGov license fees
- Esri License fees
- Transportation, shipping, reproduction and hard copy data extract fees.

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EXHIBIT F

Contract Fee Summary Format for Public Works Department
City of Jacksonville, Florida

PART I - General	
1. Project NPDES Engineering & Permit Administration Amendment 2, FY24/25	**2. Proposal Number/Contract** P-03-22/ Contract 70224-23
3. Name of Consultant England-Thims & Miller, Inc.	**4. Date of Proposal** 6/25/2024

PART II - Labor Related Costs				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal-in-Charge	$ 110.24	5	$ 551.20	
Client Manager		0	$ 0.00	
Project Manager	$ 67.23	1142	$ 76,776.66	
Senior Engineer	$ 70.07	0	$ 0.00	
Engineer	$ 59.47	15	$ 892.05	
Senior Programmer	$ 58.80	405	$ 23,814.00	
GIS Programmer	$ 36.48	535	$ 19,516.80	
GIS Analyst	$ 32.57	122	$ 3,973.54	
GIS Technician III	$ 26.90	1720	$ 46,268.00	
Clerical	$ 31.09	88	$ 2,735.92	
Total Direct Labor		4032		$ 174,528.17
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate		200 % x Total Direct Labor		$ 349,056.34
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 523,584.51
8. PROFIT: Labor Related Costs (Item 7)		x	10%	$ 52,358.45

PART III - Other Costs		
9. Miscellaneous Direct Costs		
Transportation	$ 0.00	
Reproduction	$ 0.00	
Shipping	$ 0.00	
Provide Data Extracts and Maps to Other Agencies	$ 0.00	
	$ 0.00	
Sub-total Miscellaneous Direct Costs	$	$ -
10. Subconsultants		
Tasks 1-5 Subconsultant - Four Waters Engineering, Inc. (JSEB)	$ 123,000.00	
Subconsultants Sub-total	$ 123,000.00	$ 123,000.00
Total Lump Sum Amount (Items 5, 6, 8, 9 and 10)		$ 698,942.96
11. Reimbursable Service Costs - Limiting Amount		
Task 6A - PWD NPDES Special Project Requests	$ 25,000.00	
Task 6B - EQD NPDES Special Project Requests	$ 25,000.00	
Task 6C - MLM Division NPDES Special Project Requests	$ 30,000.00	
Task 6D - Application Platform fees, other direct costs, shipping	$ 267,000.00	
Sub-total Reimbursable Services		$ 347,000.00

PART IV - Summary	
TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11)	$ 1,045,942.96
12. Prior Contract Amount	$ 1,868,777.32
Amended Amount of Contract	**$ 2,914,720.28**

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SERVICES CONTRACT
BETWEEN
CITY OF JACKSONVILLE
AND
ENGLAND - THIMS & MILLER, INC.
FOR
NPDES ENGINEERING AND PERMIT ADMINISTRATION SERVICES

THIS CONTRACT for NPDES engineering and permit administration services is made and entered into this 23rd day of February, 2023 (the "Effective Date"), by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (the "City"), and ENGLAND - THIMS & MILLER, INC., a Florida profit corporation with its principal office at 14775 Old St. Augustine Road, Jacksonville, Florida 32258 (the "Contractor").

WHEREAS, City issued Request for Proposal No. P-03-22 (the "RFP") for certain NPDES engineering and permit administration services described in the RFP (the "Services"); and

WHEREAS, based on Contractor's response to the RFP, City has negotiated and awarded this Contract to Contractor; now therefore

IN CONSIDERATION of the premises and the mutual covenants contained below and of other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree as follows:

1. **Performance of Services.** Contractor shall perform the Services as described in and according to (i) the RFP and the Response, each of which is incorporated into and made a part of this Contract, and (ii) the Scope of Services, attached hereto as **Exhibit A** and incorporated herein by this reference.

2. **Compensation.** Contractor shall be paid for the Services the fees detailed in the Fee Summary, attached hereto as **Exhibit B** and incorporated herein by this reference. City shall pay Contractor a lump sum fee in the amount of $842,140.28 for NPDES Engineering and Permit Administration Services, and amounts not to exceed: $25,000.00 for PWD Special Project Requests; $25,000.00 for EQD Special Project Requests; and, $30,000.00 for M&LM Division Special Project Requests.

3. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, City's maximum indebtedness for the Services under this Contract for the initial period of service

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shall be a fixed monetary amount not-to-exceed NINE HUNDRED TWENTY-TWO THOUSAND ONE HUNDRED FORTY AND 28/100 DOLLARS ($922,140.28).

4. **Term.** The initial term of this Contract shall commence on the date of its execution and shall continue for two (2) years through ____2/23/25_____, with two (2) additional two-year renewal periods upon satisfactory performance of the Contractor, subject to early termination as set forth in the RFP.

5. **Contract Documents.** This Contract consists of the following documents, which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

(i) This document, as modified by any subsequent signed amendments.

(ii) Any amendments to this document.

(iii) Specific information regarding the RFP (Section 1 of the RFP).

(iv) Description of Services (Section 4 of the RFP).

(v) General Instructions (Section 2 of the RFP).

(vi) General Terms and Conditions of Agreement (Section 3 of the RFP).

(vii) The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.

6. **Indemnity and Insurance.** Contractor's responsibilities and obligations with respect to indemnity and insurance shall be as set forth in **Attachments G** and **H** to the RFP.

7. **Notice.** All notices under this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to City:

Robin Smith, P.E., Chief
Engineering and Construction Management Division
214 North Hogan Street, 10th Floor
Jacksonville, Florida 32202

As to Contractor:

Juanitta Clem, P. E., Executive Vice President
England-Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, Florida 32258

Docusign Envelope ID: 31FA422F-7AD5-48F4-88DE-F38514008F9C

8. **Contract Managers.** Each Party shall designate a Contract Manager during the Term of this Contract whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to this Contract. As of the Effective Date, City's Contract Manager is Robin Smith (Phone: 904.255.8710; Fax: 904.255.8948; RobinS`mith@coj.net), and Contractor's Contract Manager is Juanitta Clem (Phone: 904.265.3181; ClemJ@etminc.com). Each party shall provide prompt written notice to the other party of any changes to the party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided by email.

9. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by Contractor. No statement, representation, writing, understanding, agreement, course of action, or course of conduct made by either party or any representative of either party which is not expressed herein shall be binding. Contractor may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to City (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Contractor acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

10. **Amendments.** All changes to, additions to, modifications of, or amendments to this Contract or any of its terms, provisions, and conditions shall be binding only when in writing and signed by the authorized officer, agent, or representative of each of the parties hereto.

11. **Counterparts.** This Contract and all amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

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

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IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

ATTEST:

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

FORM APPROVED
CITY OF JACKSONVILLE
FLORIDA
ASSISTANT GENERAL COUNSEL

WITNESS:

By Alexa Graf
Signature

Alexa Graf
Type/Print Name

Project Manager
Title

CITY OF JACKSONVILLE

By
Lenny Curry
Mayor

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

ENGLAND - THIMS & MILLER, INC.

By Juanitta Bader Clem
Signature

Juanitta Bader Clem
Type/Print Name

Exec. Vice President
Title

Docusign Envelope ID: 31FA422F-7AD5-48F4-88DE-F38514008F9C

Encumbrance and funding information for internal City use:

Account……..

Amount……...$922,140.28

The above-stated amount is the maximum fixed monetary amount of the foregoing Contract for the first year of the Contract.

In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement.

Director of Finance
City Contract # 70224-23

Form Approved:

James R McCain Jr
Office of General Counsel

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EXHIBIT A

Scope of Services
City of Jacksonville Contract
NPDES Engineering and Permit Administrative Services for FY22/23
October 2022

Introduction

The Public Works Department of the City of Jacksonville (City) is responsible for the operation and maintenance of the Municipal Storm Sewer System (MS4). The following City departments and divisions actively support the Stormwater Management Program (SWMP).

- Public Works Department (PWD)
  - Engineering and Construction Management Division
  - Right of Way and Stormwater Maintenance (RWSM) Division
  - Mowing and Landscape Maintenance (MLM) Division
  - Solid Waste Division
- Neighborhoods Department
  - Environmental Quality Division (EQD) Water Branch
- Planning & Development Department
  - Development Services Division

This Contract is consistent with the Term of Agreement in the RFP (two years from Contract issuance) and defines/funds the services of England, Thims, & Miller, Inc. (ETM) for the first Fiscal Year (FY22/23, October 1, 2022 through September 30, 2023) which depending upon permit issuance (pending), will coincide with Year 1 of the City's NPDES Cycle 5 Permit.

The objective of this Scope of Services is to support the City with the update and ongoing implementation of its Stormwater Management Program as required by the pending NPDES Permit and includes the following:

- Update and Maintenance of the City and FDOT District 2 MS4 Database.
- Update and support of the web asset management application system.
- Update of the SWMP and related Standard Operating Procedures (SOPs) and plans.
- Conduct MAXIMO (TIVOLI) work order data analysis to assess and enable the reporting of stormwater infrastructure maintenance and inspection activities and effectiveness in accordance with NPDES Permit and Tributaries I & II BMAP requirements.
- Preparation support of the City's NPDES Cycle 4 Year 6 (C4Y6) Annual Report, due in March 2023.
- Preparation support of the Ribault River and Strawberry Creek Bacteria Pollution Control Plan (BPCP) Status Reports for the period October 2021 through September 2022 (C4Y6), due in March 2023.
- Preparation support for the new WBID BPCP if required to be submitted 12 months after the effective date of the pending NPDES Cycle 5 Permit.
- Preparation support for TMDL Prioritization Plan if required to be submitted 6 months after the effective date of the pending NPDES Cycle 5 Permit.
- Preparation support of the City's Tributaries I & II BMAP Annual Report for the period October 2021 through September 2022, due on January 15, 2023.
- Assist EQD and PWD with the implementation of the SWMP Assessment Program and preparation of the NPDES C4Y6 SWMP Assessment Status Report due in March 2023.
- Provide NPDES related special project services as requested and authorized.

Docusign Envelope ID: 31FA422F-7AD5-48F4-88DE-F38514008F9C

Scope of Services

The following is a per task description of ETM's scope of services for FY22/23. corresponding to the probable Year 1 of the pending NPDES Cycle 5 Permit (C5Y1)

Task 1 - MS4 Inventory Update and Maintenance (Permit Part II)

The NPDES Permit requires that the City maintain a current map-based inventory of MS4 infrastructure to support MS4 operations, maintenance and inspection activities, and the reporting of these activities in its Annual Report.

Task 1.A - MS4 Inventory Update

ETM shall, in accordance with NPDES Permit requirements, maintain a current inventory of the MS4 infrastructure owned and maintained by the City and FDOT District 2.

Update of MS4

- ETM will update MS4 information in the GIS on a daily basis. Data edits that have been validated via the QA process will be added to the web accessible MS4 map (Cartegraph) on a weekly basis; on Friday (or the subsequent Monday depending on Holiday scheduling).

- When City inspectors or other City staff, request that assets be added to the inventory based on inspection findings or observations, data regarding the asset to be added, and any related connected asset, should be submitted with the request. Similarly, if a request is made to remove an asset from the inventory, a description of the extent of the features to be removed should accompany the request.

- A copy of the updated MS4 GIS inventory database will be forwarded to the City's Information Technologies Division (ITD) on a quarterly basis through the end of the fiscal year.

- The updated MS4 GIS inventory database will be used to update the interactive maps in Cartegraph and the ETM Mapping tool weekly through the end FY22/23.

- All updated MS4 inventory work will be posted to the NPDES GIS database, and the hosted asset management system (Cartegraph) will be maintained by ETM.

- The MS4 inventory maintained in ETM's software platform will serve as the MS4 infrastructure dataset which will be accessed and used by the City to support MS4 structural control inspections, proactive and reactive Illicit Discharge Detection & Elimination (IDDE) investigations, and other stormwater management plans and activities as required by the NPDES Permit.

- Positional accuracy of information will be relative to the City's parcel layer which is maintained by the Duval County Property Appraisers Office and will serve as the NPDES GIS parcel interactive map.

- The MS4 inventory shall be updated based upon as-builts, minor drainage addition and repair projects, and requests from City inspectors and other City staff.

- ETM will coordinate with the City PWD staff, City Planning and Development Department staff, FDOT, SJRWMD, JTA, and the City NPDES Coordinator regarding as-builts or other plans.

Docusign Envelope ID: 31FA422F-7AD5-48F4-88DE-F38514008F9C

Confirmation of both the ownership and maintenance entity of the assets will be provided by the City.

- All City provided as-built drawings will be forwarded to ETM as CAD drawing files or PDF files. Drainage as-built drawings for FDOT District 2 MS4 infrastructure within the City's MS4 jurisdiction will be forwarded to ETM by the FDOT District 2 NPDES Administrator or downloaded from the FDOT portal.

- Private, FDOT District 2, and City-owned and maintained roadways will be depicted via line style and/or color in the GIS applications.

- The FDOT District 2 NPDES Administrator will inform ETM of MS4 infrastructure and/or roadways transferred from FDOT to the City. ETM will review and confirm transfer information provided by FDOT with the City, prior to updating the MS4 inventory.

- Only private development and redevelopment project as-builts, for which the roadways and MS4 infrastructure has been transferred to the City, will be forwarded by the Development Services authorized representative for input into the MS4 inventory.

- ETM will also provide any available as-builts to the City upon request.

- Private developments are not included in MS4 updates unless specifically requested by the City on an individual development basis.

- ETM will update parcel and roadway centerlines and related attribute information via a download of Duval County Property Appraisers Office parcel map semi-annually, during FY22/23. Aerials will be updated once a year. ETM will update the interactive maps in the web asset management application and ETM Mapping tool with the information as needed.

MS4 attributes collected from as-builts include the following:

- Manhole, inlet, and control structure rim and bottom pipe invert elevation.
- Control structure weir elevations
- Manhole, inlet, and control structure type
- Open and closed conveyance segment lengths
- Open and closed conveyance upstream and downstream invert/bottom elevations
- Open and closed conveyance material and year constructed
- Closed conveyance (pipe) dimensions and shape
- Check valve information
- All MS4 features will include owner (either City, FDOT, or private) information if known.

Major Outfall Inventory and Mapping

- One map of the total City major outfalls with unique IDs will be produced in pdf format and submitted if required by the pending NPDES Cycle 5 Permit. A list of the major outfalls with their receiving waters and spatial coordinates (lat./long.) will also be provided if required by the pending NPDES Cycle 5 Permit.
- ETM will assist the City with a major outfall inspection analysis upon request. The results of the major outfall inspection analysis may provide justification for the City to request a lower inspection frequency to the FDEP.

Docusign Envelope ID: 31FA422F-7AD5-48F4-88DE-F38514008F9C

Task 1.B - MLM Division Database Update

The MLM Division is responsible for routine maintenance (mowing, litter removal, and vegetation management/spraying) of roadside and off-road ditches, conveyance swales, MS4 ponds, and City-owned parcels. To support effective maintenance of these MS4 structures, ROW's, and public lands, ETM will:

- Add any new roadside and outfall ditches to be cleaned/re-graded by SWAT crews and/or cleaned as part of the Outfall Ditch Cleaning Project to the MLM Division's Application database as directed by the MLM Administrator.

- Update and add to the MLM Division's Application, City ponds posted to the NPDES GIS database (Task 1.A) and/or transferred to the MLM Division for routine maintenance.

- Review and update all MLM Division contractor maintenance schedules for Fiscal Year 2023/24 within 30 business days of final receipt. Coordination with the MLM Administrator and contractors will be required to complete this task. Contractors are required to use the ETM asset and scheduling form. Any contractor discrepancies (quantities, additions, deletions, and nomenclature) with the provided MLM asset list and schedule form will be sent to the MLM Administrator for review. Additional assets added or deleted throughout the year will also require the contractor to provide schedules to ETM and the MLM Administrator.

TASK 2 – Stormwater Management Plan (SWMP) Update and Permit Required Reports

The NPDES Permit requires that the SWMP be updated as needed to reflect changes in City standard operating procedures and/or resource allocation.

Task 2.A - SWMP Update (Smart Book)

ETM will update the SWMP "Smart Book" which compiles all the related reports, documents, and procedures concerning the SWMP. ETM will also insert new plans and reports submitted to the FDEP as well as updated and new SOP's implemented by the City during FY22/23.

Task 2.B - NPDES Cycle 4 Year 6 (C4Y6) Annual Report Preparation Support

- Assist with Annual Report. ETM will assist the City NPDES Coordinator with the collection of data maintained by various City departments. ETM will work with the City NPDES Coordinator to analyze, and format the data as well as draft supporting text for the following NPDES C4Y6 Annual Report Sections:
  - Section II — Major Outfall Inventory
  - Section IV — Fiscal Analysis
  - Section VII — Stormwater Management Program
    - Part III.A.1 — Structural Controls and Stormwater Systems Operations
    - Part III.A.3 — Roadways - Street Sweeping and Nutrient Reduction Calculation
    - Part III.A.4 — Flood Control Projects
    - Part III A.7.c — Illicit Discharges and Improper Disposal
    - Part III A.7.g — Limitation of Sanitary Sewer Seepage

The collection, analysis and summarizing of data for all sections of the NPDES C4Y6 Annual Report form not listed in Task 2.B above will be completed by the City NPDES Coordinator or authorized representatives.

Docusign Envelope ID: 31FA422F-7AD5-48F4-88DE-F38514008F9C

- FDOT MS4 Structures. In addition to the above, ETM will, in accordance with the City's inter-agency agreement with FDOT District 2, forward to the FDOT NPDES Administrator an updated count of MS4 structures within the City's MS4 jurisdiction and IDDE inspection information. This will assist FDOT in the completion of some sections of the FDOT C4Y6 Annual Report.

- Inspection Batch Closing. ETM will batch create and batch close inspections for new developments as well as SWAT and Outfall Ditch Cleaning projects as requested by the City for C4Y6 time period so they may be included in the inspection count for the NPDES C4Y6 Annual Report due March 2023.

Task 2.C – Tributaries I & II BMAP Annual Report (FY 21/22) Preparation Support

The City is required to submit, by January 15, 2023, a status report summarizing planned, ongoing, and completed activities/projects for the tributaries I and II listed for the LSJR BMAP for the period since submittal of the most recent annual report.

- ETM will assist the City NPDES Coordinator with the preparation of the Tributaries I and II BMAP Annual Report for the period October 2021 through September 2022 (FY21/22)
- ETM will geocode CIP projects that can be included in this report.

The City NPDES Coordinator and PWD Engineering Division Chief or their authorized representative(s) are responsible for the addition and update of Stormwater Capital and DSR projects underway and completed as required in the instruction documentation provided by the FDEP. This information will be forwarded to ETM by the City for inclusion in the report.

Task 2.D – Ribault River and Strawberry Creek Bacteria Pollution Control Plan (BPCP) Status Reports for C4Y6, TMDL Prioritization Plan, and New WBID BPCP

Ribault River and Strawberry Creek BPCP Status Reports. ETM will assist the City NPDES Coordinator with the preparation of the Ribault River and Strawberry Creek Bacteria Pollution Control Plan status reports for Cycle 4 Year 6. More specifically ETM will, in coordination with the City NPDES Coordinator, assemble necessary data and prepare an activity table for each report summarizing the following for the reporting year:

- EQD proactive and reactive IDDE, private lift station, and water quality complaint inspections and investigations.
- RWSM proactive and reactive maintenance activities.
- Septic tanks phased out during the current reporting year.
- FDOH of Duval County septic tank inspections and enforcement actions, and JEA's SSO response and maintenance activities. This data will be obtained by the City and forwarded to ETM.

The preparation of water quality monitoring trend analysis narrative along with related tables and maps will be completed by EQD staff.

TMDL Prioritization Plan. ETM will assist the City with the TMDL Prioritization Plan for waterbodies with a TMDL and without a BMAP. This report is due six months following the effective date of the pending NPDES Cycle 5 Permit.

New WBID BPCP. ETM will assist the City with the preparation of the BPCP of the WBID determined in the TMDL Prioritization Plan if the BPCP is due within 12 months of the effective date of the pending NPDES Cycle 5 Permit.

Docusign Envelope ID: 31FA422F-7AD5-48F4-88DE-F38514008F9C

TASK 3 – SWMP Assessment Program Implementation

The City submitted an updated SWMP Assessment Program Plan with their NPDES C4Y4 Annual Report in March 2021. The City is currently waiting for approval of this Plan. ETM will continue to assist City staff with the implementation of the FDEP-approved SWMP Assessment Program.

Task 3.A – SWMP Assessment Annual Report Preparation Support

ETM will assist the City NPDES Coordinator with the preparation of the NPDES C4Y6 SWMP Assessment Annual Status Report as defined from the FDEP-approved plan.

More specifically ETM will:

- Assemble and analyze all rainfall data and prepare draft narrative benchmark EMC text.
- Prepare draft narrative text for each of the following SWMP Assessment Key Performance Indicators (KPI's).
    - KPI 1 - MS4 Capital Improvement and Retrofit Projects Completed
    - KPI 2 - Septic Tank Phase Out
    - KPI 3 - Maintenance Activities Undertaken
    - KPI 4 - Load Reductions Achieved through Street Sweeping, Roadway Litter Removal, and Inlet Cleaning
    - KPI 5 - Structural Control Inspection Findings and Follow-up Maintenance

The City's water quality monitoring staff, at the direction of the City NPDES Coordinator will:

- Utilize long-term and current permit reporting year water quality monitoring data to summarize current permit year water quality sample results and the long-term water quality trend for each of the SWMP Assessment Program's focus waterbodies.
- Assemble data and prepare narrative text for KPI 6 – BMP Effectiveness.

TASK 4 – Permit Administration Application Technical Support

The purpose of this task is for ETM to provide user and technical support of the inspection and permit administration applications, dashboards, and reports during FY22/23.

Task 4.A – MAXIMO Extract Refinement

With the assistance of PWD MAXIMO (TIVOLI) support staff, ETM will, on an approximate quarterly basis, extract and geocode the drainage related work orders. The geocoded work orders will enable ETM to assess and report MS4 maintenance activity and effectiveness.

- Summarize and update SWAT accomplishments.
- Consolidate work order data for the NPDES C4Y6 Annual Report and Ribault River and Strawberry Creek BPCP Annual Status Reports, and SWMP Assessment Annual Reports.
- Analyze and format extracted MAXIMO (Tivoli) data to support PWD special project reporting and presentation needs.
- Download, analyze and format daily rainfall data from NOAA.

As in prior years, preparation and updated Maximo (TIVOLI) extract scripts and related documentation will be completed by City staff.

Docusign Envelope ID: 31FA422F-7AD5-48F4-88DE-F38514008F9C

Task 4.B – Technical Support & Systems Administration

Maintain Web -based Applications. ETM will perform the following to maintain the web-based platforms:

- Maintain the inspection applications and MS4 viewer in the web-based platforms (Cartegraph and ETM's Esri GIS Mapping Tool).
- Address minor configuration requests and updates from the City.
- Transfer attachments from Inspection tasks to Maintenance and Cleaning tasks on a weekly basis.
- Site information such as WBID name and number, CPAC, Council District, etc. will be populated for new IDDE, private lift stations, and HRF assets.
- Add information to Task or Asset drop down menus as requested by the City.
- Correct non-reoccurring, incorrectly entered, data from the inspectors as directed by the City.
- Create layers as directed by the City.
- Provide contour data for requested areas as directed by the City.
- Creation, deactivation, and general administration of user accounts at the direction of the City.
- Update Application manuals as needed.

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

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 is not responsible for resolving connectivity or performance issues caused by City or FDOT District 2 owned or maintained desktop and notebook PCs, local area networks, routers, air cards, or web site access restrictions.

TASK 5 – Project Management and Direct Expenses

Task 5-A -Project Management

ETM is responsible for the preparation and distribution of monthly status reports to the project stakeholders. The status report will summarize work in progress, describe work completed and in progress as well as outstanding issues that may impact timely completion of work authorized in this amendment. Other project management responsibilities include the following:

- The general day to day coordination and supervision of the ETM and sub-consultant project team.
- Preparing for and attending program status and other meetings as requested and scheduled by the City Engineer, the City NPDES Coordinator or their authorized representative.
- Meetings with RWSM, EQD, MLM, and PWD Engineering Division Chief to review work in progress and resolve issues that may impede the completion of the work as described in this scope of services.
- Assist with preparation for and participate in bi-monthly PWD/EQD coordination meetings and quarterly executive briefings.
- Interface with appropriate FDEP personnel on NPDES Permit requirements.

Docusign Envelope ID: 31FA422F-7AD5-48F4-88DE-F38514008F9C

Task 5-B Direct Expenses

Direct expenses include costs associated with asset management application hosting fees, transportation, reproduction, printing, shipping, and hard copy data extracts.

Task 6 – Reimbursable Services

The purpose of the following reimbursable services tasks is to enable the City Project Manager, City NPDES Coordinator, and RWSM, MLM and EQD Division Chief(s) to authorize ETM to provide NPDES Permit special project services on an as-needed basis.

Budget amounts allocated to each reimbursable service task (6.A, 6.B, and 6.C) can be redistributed as deemed necessary by the City NPDES Coordinator or authorized representative.

ETM will prepare and submit to the requesting department/division's authorized representative and the City NPDES Coordinator a statement of work and cost estimate for each special project request requiring more than 40 hours of labor to complete. For requests that require less than 40 hours of labor to complete, email correspondence between ETM and the City authorized representative will be used to authorize and document the work to be performed.

New Staff Training and Layer Set Up in Cartegraph Application to Reimbursable Task.

- ETM will add, delete, and replace users to the City Applications as requested during the contract period. Any Cartegraph Application hosting costs for additional users (above the existing 70 users) will be billed to the Reimbursables Tasks.
- ETM will also provide initial user training and support for new City software application users as directed by the City during the contract amendment period.
- New settings and automations will be added and revised with regard to new users.
- Layers and screen dashboards will also be created for new users during the contract amendment period.

After the initial training, the City is responsible for assessing and maintaining integrity of all inspection findings and other data entered into the database by City staff and associated with each inspection type within the software platform.

Reimbursable services authorized may include but are not limited to the following:

Task 6.A - PWD NPDES Permit Special Project Requests

- New Staff Training and Layer Set Up in Cartegraph Application.
- Maps and related structure excel files to support SWAT crew field activities.
- SWAT accomplishment mapping and reports.
- Creation of City Council, public meeting, and other special purpose reports or presentation maps.
- Special purpose MAXIMO (TIVOLI) work order history/trend reports and maps.
- Funding of certification and annual refresher level training courses for RWSM, MLM, and PWD Engineering Division staff. Courses to be conducted by FSA or other state certified trainer.
- Perform upgrades to the existing inspection application as directed by RWSM.
- Prepare enhancement layers or gadgets to use in the Cartegraph Application.
- Assist with update of SOPs associated with RWSM.
- Costs associated with additional users for PWD.
- Prepare Street Sweeping map updates.

Docusign Envelope ID: 31FA422F-7AD5-48F4-88DE-F38514008F9C

- Configure the Street Sweeping data management and/or the Outfall Ditch Cleaning Project into the Cartegraph inspection Application. Automations, filters, and dashboards may also be prepared.
- Integration of Cartegraph maintenance requests into the MyJax platform complaint system to trigger maintenance services.
- Prepare a Stormwater Capital Improvement Projects Inventory in Cartegraph system.
- City Maximo integration into the Cartegraph system directly or indirectly.
- Personnel stormwater training.

Task 6.B - EQD NPDES Permit Special Project Requests

- New Staff Training and Layer Set Up in Cartegraph Application.
- Creation of City Council, public meeting, and other special purpose reports or presentation maps.
- Funding of certification level and annual refresher training courses of EQD staff. Courses to be conducted by FSA or other state certified trainer.
- Perform upgrades to the existing inspection application as directed by EQD.
- Research and assist the City with grants.
- Prepare enhancement layers or gadgets to use in the Cartegraph Application.
- Assist with the update of SOPs associated with EQD.
- Costs associated with additional users for EQD.
- Configure the ESE inspection program in the Cartegraph Application.
- Drone services for inspection of waterways or outfalls.
- Provide field personnel for inspection services if needed. Additional user costs for Cartegraph Application.
- Perform CCTV services of storm systems.
- Personnel stormwater training.

Task 6.C - MLM Division NPDES Permit Special Project Requests

- New Staff Training and Layer Set Up in Cartegraph Application.
- Creation of City Council, public meeting, and other special purpose reports or presentation maps.
- Perform upgrades to the existing inspection application as directed by MLM.
- Prepare enhancement layers or gadgets to use in the Cartegraph Application.
- Assist with update of SOPs associated with MLM.
- Costs associated with additional users for MLM.
- Training MLM personnel on the mobile application for the Cartegraph Application.
- MyJax platform complaint system integration into the Mowing Inspection platform to trigger mowing services.
- Tree Planting database integration into Cartegraph Application. Configuration of planted tree inspections in MLM inspection application.
- Personnel stormwater training.

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EXHIBIT B

Contract Fee Summary Format for Public Works Department
City of Jacksonville, Florida

PART I - General	
1. Project NPDES Engineering & Permit Administration	**2. Proposal Number/Contract** P-03-22
3. Name of Consultant England-Thims & Miller, Inc.	**4. Date of Proposal** 10/11/2022

PART II - Labor Related Costs				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal-in-Charge	$ 105.77	5	$ 528.85	
Client Manager		0	$ 0.00	
Project Manager	$ 67.23	1109	$ 74,558.07	
Senior Engineer	$ 66.85	0	$ 0.00	
Engineer	$ 57.06	35	$ 1,997.10	
Senior Programmer	$ 56.42	698	$ 39,381.16	
GIS Programmer	$ 35.00	809	$ 28,315.00	
GIS Analyst	$ 31.25	150	$ 4,687.50	
GIS Technician	$ 21.88	1776	$ 38,858.88	
Clerical	$ 29.83	88	$ 2,625.04	
Total Direct Labor		4670		$ 190,951.60
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate		200 % x Total Direct Labor		$ 381,903.20
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 572,854.80
8. PROFIT: Labor Related Costs (Item 7)		x	10%	$ 57,285.48

PART III - Other Costs		
9. Miscellaneous Direct Costs		
Transportation	$ 300.00	
Application Platform Fees (Cartegraph and Esri)	$ 69,000.00	
Reproduction	$ 400.00	
Shipping	$ 300.00	
Provide Data Extracts and Maps to Other Agencies	$ 0.00	
Sub-total Miscellaneous Direct Costs	$	$ 70,000.00
10. Subconsultants		
Tasks 1-5 Subconsultant - Four Waters Engineering, Inc. (JSEB)	$ 142,000.00	
Subconsultants Sub-total	$ 142,000.00	$ 142,000.00
Total Lump Sum Amount (Items 5, 6, 8, 9 and 10)		$ 842,140.28
11. Reimbursable Service Costs - Limiting Amount		
Task 6A - PWD NPDES Special Project Requests	$ 25,000.00	
Task 6B - EQD NPDES Special Project Requests	$ 25,000.00	
Task 6C - MLM Division NPDES Special Project Requests	$ 30,000.00	
Sub-total Reimbursable Services		$ 80,000.00

PART IV - Summary	
TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11)	$ 922,140.28
12. Prior Contract Amount	$ -
Amended Amount of Contract	**$ 922,140.28**

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EXHIBIT B

COJ NPDES Engineering and Permit Administrative Services for FY22/23		
Task	**ETM Labor Hours**	**Cost**
TASK 1 - MS4 Inventory Update and Maintenance	2820	$ 437,339.10
Task 1.A - MS4 Inventory Update	2570	$ 406,307.88
Task 1.B - MLM Division Database Update	250	$ 28,206.75
TASK 2 - Stormwater Management Plan (SWMP) Update and Reports	511	$ 86,124.29
Task 2.A - SWMP Update (Smart Book)	110	$ 16,999.29
Task 2.B - NPDES Cycle 4 Year 6 Annual Report Preparation Support	153	$ 25,200.45
Task 2.C - Tributaries I & II BMAP Annual Report Preparation Support for FY21/22	46	$ 8,637.62
Task 2.D - Ribault River & Strawberry Creek BPCP Status Reports, TMDL Prioritization Plan, and new WBID BPCP	202	$ 38,111.40
TASK 3 - SWMP Effectiveness Assessment Program Implementation	75	$ 15,062.62
Task 3.A - SWMP Annual Status Assessment Report Preparation Support	75	$ 15,062.62
TASK 4 - Permit Administration Application and Technical Support	559	$ 73,994.22
Task 4.A - MAXIMO Extract Refinement	103	$ 18,770.47
Task 4.B - Technical Support & Systems Administration	456	$ 55,223.75
TASK 5 - Project Management and Direct Costs	705	$ 229,620.06
Task 5.A Project Management	705	$ 159,620.06
Task 5.B. Miscellaneous Direct Costs		$ 70,000.00
Labor Total Lump Sum	**4,670**	**$ 842,140.28**
TASK 6 Reimbursable Services		
Task 6.A - PWD Special Project Requests		$ 25,000.00
Task 6.B - EQD Special Project Requests		$ 25,000.00
Task 6.C - MLM Division Special Projects		$ 30,000.00
Reimbursable Services Total		**$ 80,000.00**
Total Lump Sum + Reimbursables		$ 922,140.28

Labor hour amounts do not include subconsultant hours. Subconsultant costs for this Amendment are listed under Task 1A and Task 5A.

Docusign Envelope ID: 31FA422F-7AD5-48F4-88DE-F38514008F9C

EBO FORM 1
SCHEDULE OF SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

Name of Proposer: **England Thims and Miller, Inc.**

Project Title: **NPDES Engineering & Permit Administration FY22/23**

Proposal Number: **P-03-22, Contract** Total Base Proposal Amount (if applicable): **$922,140.28**

***Please list all JSEBs first**

Full Company Name	JSEB Category (African-American, Women, Asian, Native American, Non-MBE or Hispanic)	Type of Work to be Performed	Total Contract Value or Percentage
Four Waters Engineering, Inc.	Women	MS4 Database update	$142, 000.00
AE Engineering, Inc.	African American	Inspection, CEI	TBD
Alpha Envirotech Consulting, Inc.	Women, Asian	Environmental Consulting	TBD

Attach additional list of subcontractors/sub-consultants as needed

CONSULTANT/SUBCONTRACTOR/SUPPLIER TOTAL VALUES	
African-American Participation Total	
Hispanic-American Participation Total	
Native-American Participation Total	
Asian-American Participation Total	
Woman Participation Total	$142,000.00
Non-MBE Participation Total	$ 0.00

The undersigned will enter into a formal Agreement with the JSEB Suppliers/Consultants/Subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City of Jacksonville. Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Signature of Proposer: Juanitta Bookn Clem Title: Executive Vice President Date: October 12, 2022

Print Name: Juanitta Clem

Docusign Envelope ID: 31FA422F-7AD5-48F4-88DE-F38514008F9C

City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

January 12, 2023

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

Dear Mayor Curry:

Ref: P-03-22 NPDES Engineering and Permit Administration Services
Department of Public Works/Engineering & Construction Management Division

The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building, for the purpose of concluding fee and contract negotiations with the number one ranked company for the above-captioned project.

The following motion/recommendation was **adopted**:

That the City of Jacksonville enter a contract with England, Thims & Miller, Inc., for NPDES Engineering and Permit Administration Services that incorporates the attached Scope of Services identified as Exhibit 'A' and Contract Fee Schedule identified as Exhibit 'B'; provide a lump-sum amount for NPDES Engineering and Permit Administration Services in the amount of $842,140.28 and not-to-exceed limits for: PWD Special Project Requests in the amount of $25,000.00; EQD Special Project Requests in the amount of $25,000.00, and M&LM Division Special Project Requests in the amount of $35,000.00 with the maximum indebtedness to the City in the amount of $922,140.28. The initial Period of Service will be for one (1) year with the option to extend such contract for two (2) additional two-year periods upon satisfactory performance by the Consultant.

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,

Edward Waronzof FOR Dustin

Dustin Freeman, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

APPROVED:

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

Lenny Curry, Mayor

This 13th day of January, 2023

DF: ab

cc: Council Auditor
James McCain, Jr., OGC
Subcommittee Members

Docusign Envelope ID: 31FA422F-7AD5-48F4-88DE-F38514008F9C

Contract Purchase Agreement POA-70224-23

Agreement	POA-70224-23
Agreement Date	31-JAN-2023
Revision	0
Agreement Amount	922,140.28 USD
Solicitation Number	P-03-22

Sold To

City of Jacksonville
117 West Duval Street
Suite 375
JACKSONVILLE, FL 32202
US

Supplier

England, Thims & Miller, Inc
14775 Old St. Augustine Road
JACKSONVILLE, FL 32258

Notes

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
21205	Net 30	Freight Prepaid	FOB Destination	Best Way
Start Date	**End Date**		**Confirm To**	
11-Jan-2023	10-Jan-2024		Alexzandria Baker abaker@coj.netPhone 904-2558830	

This Order is subject to the General Conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Dustin L. Freeman, Chief of Procurement Division

Contract Purchase Agreement Release 654712-23

Purchase Order	**654712-23**
Order Date	**27-FEB-2023**
Change Order	**0**
Change Order Date	**27-FEB-2023**
Revision	**0**
Ordered	**922,140.28 USD**
Requisition Number	**PWEN-500230-23**
Solicitation Number	**P-03-22**
All packing slips, invoices, and correspondence must reference the purchase order number	

Sold To
City of Jacksonville
117 West Duval Street
JACKSONVILLE, FL 32202

Supplier
England, Thims & Miller, Inc
14775 Old St. Augustine Road
JACKSONVILLE, FL 32258

Bill To
City of Jacksonville
117 West Duval Street, Suite 375
JACKSONVILLE, FL 32202

Ship To
Ed Ball 10th Floor
214 North Hogan Street
Suite 1000
JACKSONVILLE, FL 32202 US

Notes

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
21205	**Net 30**	**Freight Prepaid**	**FOB Destination**	**Best Way**

Buyer		Deliver To Contact
Alexzandria Baker Email: **abaker@coj.net** Phone: **904-2558830**		**Lori West** E-mail: **lwest@coj.net**

Line	Item	Price	Quantity	UOM	Ordered	Taxable
1	NPDES Engineering & Permit Admin Svcs England, Thims & Miller, Inc. P-03-22 Contract 70224-23 44101.156002.531090.000000.00000000.00000.0000000	812,001.28				

This line references Document (Contract Purchase Agreement) POA-70224-23.

Ship To
Ed Ball 10th Floor
214 North Hogan Street
Suite 1000
JACKSONVILLE, FL 32202

Promised

Requested
2/13/23

812,001.28

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total **812,001.28**

2	NPDES Engineering & Permit Admin Svcs	35,000.00				

Contract Purchase Agreement Release 654712-23

Line	Item	Price	Quantity	UOM	Ordered	Taxable

England, Thims & Miller, Inc.
P-03-22 Contract 70224-23
00111.154005.531090.000000.00000000.00000.0000000
This line references Document (Contract Purchase Agreement) POA-70224-23.

Ship To
Ed Ball 10th Floor
214 North Hogan Street
Suite 1000
JACKSONVILLE, FL 32202

Promised

Requested
2/13/23

35,000.00

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total **35,000.00**

3 NPDES Engineering & Permit Admin Svcs 75,139.00
England, Thims & Miller, Inc.
P-03-22 Contract 70224-23
11401.153002.531090.010263.00000000.00000.0000000
This line references Document (Contract Purchase Agreement) POA-70224-23.

Ship To
Ed Ball 10th Floor
214 North Hogan Street
Suite 1000
JACKSONVILLE, FL 32202

Promised

Requested
2/13/23

75,139.00

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total **75,139.00**

Total **922,140.28**

This Order is subject to the General Conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Dustin L. Freeman, Chief of Procurement Division

Contract Purchase Agreement Release 654712-23

GENERAL CONDITIONS

1. RESERVATIONS: The City reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of the Invitation to Bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not affect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds were required. Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted.

Buyer reserves the right to terminate the Contract or Purchase Order at any time and for any reason by giving written notice to Contractor unless otherwise specified within the solicitation documents. If the Contract or Purchase Order is terminated for convenience as provided herein, Buyer will be relieved of all further obligations other than payment for that amount of Goods or Services actually provided to the date of termination.

2. TAXES: The City of Jacksonville, Florida is exempt form the following taxes: (a) State of Florida Sales Tax by Certificate No 26-00-107377-54C; (b) Manufacturer's Federal Excise Tax Registration No. 59-6000.344.

3. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

4. GUARANTEE: The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation workmanship, or materials, upon ratification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit to the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such times as will be designated by the City as least detrimental to the operation of City business.

5. PROCUREMENT DIVISION AS AGENT: When the Procurement Division is acting as agents for "other public activities" being defined as activities receiving financial support, in part from the City, but not under the direct governing jurisdiction of the Consolidated Government, the name of such public activity will be substituted for the word "City".

6. OFFICE OF INSPECTOR GENERAL: The City of Jacksonville has established an Office of Inspector General, Section 602.310, Part 3, Chapter 602, *Ordinance Code*, as may be amended. The Inspector General's authority includes but is not limited to the power to: review past, present, and proposed City contracts, transactions, accounts, and records; require the production of records; and, audit, investigate, monitor, and inspect the activities of the City, its officials, employees, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the City and/or receiving City funds in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Section 602.309, *Ordinance Code.*

7. ETHICS PROVISION FOR VENDORS/SUPPLIERS: The acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code.

8. NONDISCRIMINATION PROVISIONS: As required by Section 126.404, Jacksonville Ordinance Code, contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment.. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; provided however, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

9. LEGAL WORKFORCE: Owner shall consider the employment, by Vendor/Contractor, of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents.

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

a. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Jacksonville, Duval County, Florida; and
b. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Owner.

10. LICENSES REQUIREMENT: By acceptance of a Purchase Order issued by the City of Jacksonville agree to obtain and maintain all applicable Local, State and Federal licenses required by law.

11. ELECTRONIC PAYMENTS: Vendors are encouraged to enroll in the City of Jacksonville's Automated Clearing House ("ACH") electronic payment program. ACH allows for systematic direct payment to vendors. The ACH enrollment form can be downloaded at www.coj.net under the Online Forms link on the Finance Department page.

12. CONTRACTOR REPRESENTATION: If this Agreement is for goods or services of $1 million or more, the City, pursuant to Section 287.135(3)(c), Florida Statutes, may terminate this Agreement at City's option if Contractor:

a. Is found to have submitted a false certification under Section 287.135(5), Florida Statutes;
b. Has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;
c. Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; or
d. Has been engaged in business operations in Cuba or Syria.

13. PUBLIC RECORDS: In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

a. Keep and maintain public records required by City to perform the services; and
b. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to City; and
d. Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; REQUEST@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

14. PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS:

a. Generally - When Contractor receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within 15 calendar days after Contractor's receipt of payment from CITY. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, Contractor may withhold the disputed portion of any such payment only after Contractor has provided notice to CITY and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within 10 calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.
b. Jacksonville Small Emerging Business (JSEB) and Minority Business Enterprise (MBE) - Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), Contractor shall pay all contracts awarded with certified JSEB and MBE as defined therein their pro-rata share of their earned portion of the progress payments made by CITY under the applicable contract within seven (7) business days after Contractor's receipt of payment from CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to CITY, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB or MBE from all prior payments that Contractor has received from CITY. Contractor shall not unreasonably withhold payments to certified JSEB or MBE if such payments have been made to the Contractor. If Contractor withholds payment to its certified JSEB or MBE, which payment has been made by CITY to Contractor, Contractor shall return said payment to CITY. Contractor shall provide notice to CITY and to the certified JSEB or MBE whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within five (5) calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the JSEB or MBE within 7 business days shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by the City as liquidated damages. Continued failure to adhere to this clause may be cause for termination.
c. Third-Party Liability – The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between CITY and any subcontractor, supplier, JSEB, MBE, or any third-party or create any CITY liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor a 0.2% daily interest penalty or penalties specified in Chapter 126 of the Code for JSEB or MBE and Chapter 218, Florida Statutes, for non-JSEB or MBE, whichever greater.

15. PUBLIC ENTITY CRIME INFORMATION: A person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list.

16. AUDIT PROVISION: A person or entity providing capital improvements, contractual services, supplies, professional design services, or professional services purchased by the City pursuant to a method of purchase, unless otherwise provided herein, shall agree and be deemed to have agreed by virtue of doing business under contract with the City to all access and examination at all reasonable times by the Council Auditor or any duly authorized representative of the Council Auditor to business records directly pertinent to the transaction until the expiration of three years after final payment pursuant to the transaction. No examination shall be conducted until the Council Auditor has made a recommendation to the Council President that the examination should or, in the alternative, should not be conducted and until the Council President has approved the conducting of the examination.

17. W-9 REQUIREMENT: It is the vendor's responsibility to ensure that the City has a current W-9 on file.

18. INDEMNIFICATION:

a. The Contractor, its employees, agents and subcontractors shall indemnify, defend and hold harmless the City and/or it's using agencies named in the contract documents, it's directors, officers, agents, representatives and employees, from and against any damages, liabilities, losses and costs, including but not limited to reasonable attorneys' fees to the extent caused by the Negligence, recklessness, or intentionally wrongful conduct of the Contractor, and other persons employed or utilized by the Contractor in the performance of this contract or the work performed thereunder.
b. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this contract or otherwise.

19. INSURANCE: Each supplier shall maintain insurance coverage as stated in the Invitation to Bid for the entire term of this contract. All insurance certificates shall list the City of Jacksonville as an additional insured. Bid number should be listed on certificate.

20. DELIVERY: A packing list shall accompany all shipments, which shall indicate, at a minimum, the following; purchase order number, item number and description, date of shipment, quantity ordered, and shipped, unit price, and unit of measure.

21. PICK UP AND RETURNS: The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

22. INVOICING: Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include; purchase order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms are Net 30 days. All original invoices shall be submitted to: City of Jacksonville, General Accounting Division, 117 West Duval Street, Suite 375, Jacksonville, Florida 32202.

23. REPORTING: The City may request, reports including but not limited to; usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

24. SUPPLIER ACCESSIBILITY: The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

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FIRST AMENDMENT TO SERVICES CONTRACT BETWEEN CITY OF JACKSONVILLE AND ENGLAND - THIMS & MILLER, INC. FOR NPDES ENGINEERING AND PERMIT ADMINISTRATION SERVICES

THIS FIRST AMENDMENT to Contract for NPDES engineering and permit administration services is made and entered into this 8 day of February, 2024, by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (the "City"), and **ENGLAND - THIMS & MILLER, INC.**, a Florida profit corporation with its principal office at 14775 Old St. Augustine Road, Jacksonville, Florida 32258 (the "Contractor").

WHEREAS, on February 23, 2023, City and Contractor made and entered into City of Jacksonville Contract No. 70224-23 (the "Contract"); and

WHEREAS, said Contract has not been amended previously; and

WHEREAS, said Contract should be amended by: revising the Scope of Services by adding and incorporating the Scope of Services, attached hereto as **Exhibit C** and incorporated herein by this reference; revising the Contract Fee Summary by adding and incorporating a new Contract Fee Summary, attached hereto as **Exhibit** D and incorporated herein by this reference; increasing the lump-sum amount for NPDES Engineering and Permit Administration Services by $741,637.04 to a new amount not to exceed $1,583,777.32; increasing the amounts for: PWD Special Project Requests by $23,500.00 to a new amount not to exceed $48,500.00; EQD Special Project Requests by $23,500.00 to a new amount not to exceed $48,500.00; and M&LM Division Special Project Requests by $30,000.00 to a new amount not to exceed $60,000.00; and, adding a new category for application Platform Fees, other direct costs, and shipping in an amount not to exceed $128,000.00, thereby increasing the maximum indebtedness by $946,637.04 to a new total maximum indebtedness not to exceed $1,868,777.32, with all other provisions, terms, and conditions of said Contract remaining unchanged; now therefore

IN CONSIDERATION of the premises and the mutual covenants contained below and of other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree as follows:

Docusign Envelope ID: 31FA422F-7AD5-48F4-88DE-F38514008F9C

1. The above-stated recitals are accurate, true, and correct and are made a part hereof and incorporated herein by this reference.

2. Section 1 of said Contract is amended by revising the Scope of Services by adding and incorporating the Scope of Services, attached hereto as **Exhibit C** and incorporated herein by this reference, and as amended shall read as follows:

> "1. **Performance of Services.** Contractor shall perform the Services as described in and according to (i) the RFP and the Response, each of which is incorporated into and made a part of this Contract, and (ii) the Scope of Services, attached hereto as **Exhibit C** and incorporated herein by this reference."

3. Section 2 of said Contract is amended by: revising the Contract Fee Summary by adding and incorporating a new Contract Fee Summary, attached hereto as **Exhibit** D and incorporated herein by this reference; increasing the lump-sum amount for NPDES Engineering and Permit Administration Services by $741,637.04 to a new amount not to exceed $1,583,777.32; increasing the amounts for: PWD Special Project Requests by $23,500.00 to a new amount not to exceed $48,500.00; EQD Special Project Requests by $23,500.00 to a new amount not to exceed $48,500.00; and M&LM Division Special Project Requests by $30,000.00 to a new amount not to exceed $60,000.00; and, adding a new category for application Platform Fees, other direct costs, and shipping in an amount not to exceed $128,000.00, and as amended shall read as follows:

> "2. **Compensation.** Contractor shall be paid for the Services the fees detailed in the Fee Summary, attached hereto as **Exhibit D** and incorporated herein by this reference. City shall pay Contractor a lump sum fee in the amount of $1,583,777.32 for NPDES Engineering and Permit Administration Services, and amounts not to exceed: $48,500.00 for PWD Special Project Requests; $48,500.00 for EQD Special Project Requests; $60,000.00 for M&LM Division Special Project Requests; and $128,000.00 for application Platform Fees, other direct costs, and shipping."

4. Section 3 of said Contract is amended by increasing the maximum indebtedness by $946,637.04 to a new total maximum indebtedness not to exceed $1,868,777.32, and as amended shall read as follows

> "3. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, City's maximum indebtedness for the Services under this Contract for the initial period of service shall be a fixed monetary amount not-to-exceed ONE MILLION EIGHT

Docusign Envelope ID: 31FA422F-7AD5-48F4-88DE-F38514008F9C

HUNDRED SIXTY-EIGHT THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 32/100 DOLLARS ($1,868,777.32).

SAVE AND EXCEPT as expressly amended in and by this instrument, the provisions, terms, and conditions of said Contract shall remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year first above written.

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By _____
Donna Deegan
Mayor

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

WITNESS:

By _____
Signature

Alexa Graf
Type/Print Name

Project Manager
Title

ENGLAND - THIMS & MILLER, INC.

By _____
Signature

Buckley K. Williams
Type/Print Name

Executive Vice President
Title

Docusign Envelope ID: 31FA422F-7AD5-48F4-88DE-F38514008F9C

Encumbrance and funding information for internal City use:

Account: .....
Amount: $946,637.04

Total Maximum Indebtedness: $1,868,777.32

The above-stated amount is the maximum fixed monetary amount of the foregoing Contract for the first year of the Contract.

In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement.

Anna L Brosch

Director of Finance
City Contract No. 70224-23, 1st Amendment

Form Approved:

James R. McCain, Jr.

Office of General Counsel

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Docusign Envelope ID: 31FA422F-7AD5-48F4-88DE-F38514008F9C

EXHIBIT C

Scope of Services
City of Jacksonville Contract
NPDES Engineering and Permit Administrative Services for FY23/24
October 2023

Introduction

The Public Works Department of the City of Jacksonville (City) is responsible for the operation and maintenance of the Municipal Storm Sewer System (MS4). The following City departments and divisions actively support the Stormwater Management Program (SWMP).

- Public Works Department (PWD)
  - Engineering and Construction Management Division
  - Right of Way and Stormwater Maintenance (RWSM) Division
  - Mowing and Landscape Maintenance (MLM) Division
  - Solid Waste Division
- Neighborhoods Department
  - Environmental Quality Division (EQD) Water Branch
- Planning & Development Department
  - Development Services Division

This Contract is consistent with the Term of Agreement in the RFP (two years from Contract issuance) and defines/funds the services of England, Thims, & Miller, Inc. (ETM) for the second Fiscal Year (FY23/24, October 1, 2023 through September 30, 2024) which depending upon permit issuance (pending), will coincide with Year 8 of the City's NPDES Cycle 4 Permit.

The objective of this Scope of Services is to support the City with the update and ongoing implementation of its Stormwater Management Program as required by the pending NPDES Permit and includes the following:

- Update and Maintenance of the City and FDOT District 2 MS4 asset GIS Database.
- Update and support of the web asset management application system.
- Conduct MAXIMO (TIVOLI) work order data analysis to assess and enable the reporting of stormwater infrastructure maintenance and inspection activities and effectiveness in accordance with NPDES Permit requirements.
- Preparation support of the City's NPDES Cycle 4 Year 7 (C4Y7) Annual Report, due in March 2024.
- Preparation support of the Ribault River and Strawberry Creek Bacteria Pollution Control Plan (BPCP) Status Reports for the period October 2022 through September 2023 (C4Y7), due in March 2024.
- Preparation support of the City's Tributaries I & II BMAP Annual Report for the period October 2022 through September 2023, due on January 15, 2024.
- Assist EQD with the implementation of the SWMP Assessment Program and preparation of the NPDES C4Y7 SWMP Assessment Status Report due in March 2024.
- Provide NPDES related special project services as requested and authorized.

Scope of Services

The following is a per task description of ETM's scope of services for FY23/24.

Docusign Envelope ID: 31FA422F-7AD5-48F4-88DE-F38514008F9C

Task 1 - MS4 Inventory Update and Maintenance

The NPDES Permit requires that the City maintain a current map-based inventory of MS4 infrastructure to support MS4 operations, maintenance and inspection activities, and the reporting of these activities in its Annual Report.

Task 1.A - MS4 Inventory Update

ETM shall, in accordance with NPDES Permit requirements, maintain a current inventory of the MS4 infrastructure owned and maintained by the City and FDOT District 2.

Update of MS4

- ETM will update MS4 information in the GIS on a daily basis. Data edits that have been validated via the QA process will be added to the web accessible MS4 map (OpenGov) on an approximate weekly basis;

- When City inspectors or other City staff, request that assets be added to the inventory based on inspection findings or observations, data regarding the asset to be added, and any related connected asset, should be submitted with the request. Similarly, if a request is made to remove an asset from the inventory, a description of the extent of the features to be removed should accompany the request.

- A copy of the updated MS4 GIS inventory database will be forwarded to the City's Information Technologies Division (ITD) on a quarterly basis through the end of the fiscal year.

- The updated MS4 GIS inventory database will be used to update the interactive maps in OpenGov and the ETM Mapping tool approximately weekly through the end FY23/24.

- All updated MS4 inventory work will be posted to the NPDES GIS database, and the hosted asset management system (OpenGov) will be maintained by ETM.

- The MS4 inventory maintained in ETM's software platform will serve as the MS4 infrastructure dataset which will be accessed and used by the City to support MS4 structural control inspections, proactive and reactive Illicit Discharge Detection & Elimination (IDDE) investigations, and other stormwater management plans and activities as required by the NPDES Permit.

- Positional accuracy of information will be relative to the City's parcel layer which is maintained by the Duval County Property Appraisers Office and will serve as the NPDES GIS parcel interactive map.

- The MS4 inventory shall be updated based upon as-builts, minor drainage addition and repair projects, and requests from City inspectors and other City staff.

- ETM will coordinate with the City PWD staff, City Planning and Development Department staff, FDOT, SJRWMD, JTA, and the City NPDES Coordinator regarding as-builts or other plans. Confirmation of both the ownership and maintenance entity of the assets will be provided by the City.

- All City provided as-built drawings will be forwarded to ETM as CAD drawing files or PDF files. Drainage as-built drawings for FDOT District 2 MS4 infrastructure within the City's MS4 jurisdiction

Docusign Envelope ID: 31FA422F-7AD5-48F4-88DE-F38514008F9C

will be forwarded to ETM by the FDOT District 2 NPDES Administrator or downloaded from the FDOT portal.

- Private, FDOT District 2, and City-owned and maintained roadways will be depicted via line style and/or color in the GIS applications.

- The FDOT District 2 NPDES Administrator will inform ETM of MS4 infrastructure and/or roadways transferred from FDOT to the City. ETM will review and confirm transfer information provided by FDOT with the City, prior to updating the MS4 inventory.

- Only private development and redevelopment project as-builts, for which the roadways and MS4 infrastructure has been transferred to the City, will be forwarded by the Development Services authorized representative for input into the MS4 inventory.

- ETM will also provide any available as-builts to the City upon request.

- Private developments are not included in MS4 updates unless specifically requested by the City on an individual development basis.

- ETM will update parcel and roadway centerlines and related attribute information via a download of Duval County Property Appraisers Office parcel map semi-annually, during FY23/24. Aerials will be updated once a year. ETM will update the interactive maps in the web asset management application and ETM Mapping tool with the information as needed.

MS4 attributes collected from as-builts include the following:

- Manhole, inlet, and control structure rim and bottom pipe invert elevation.
- Control structure weir elevations
- Manhole, inlet, and control structure type
- Open and closed conveyance segment lengths
- Open and closed conveyance upstream and downstream invert/bottom elevations
- Open and closed conveyance material and year constructed
- Closed conveyance (pipe) dimensions and shape
- Check valve information
- All MS4 features will include owner (either City, FDOT, or private) information if known.

Major Outfall Inventory and Mapping

- All new major outfalls will be analyzed and reviewed with the COJ. ETM will track which major outfalls have been removed or added annually. A major outfall map or shapefile will be created annually as requested by the COJ or FDEP, if requested

Non-Major Outfall Inventory and Mapping

- Non-Major Outfalls. ETM will complete an initial screening of the geodatabase to determine non-major outfall locations. Endwalls, end of open conveyances, and closed conveyances near waterways will be screened as potential non-major outfalls. Major outfall parameters will also be screened out. The remaining potential non-major outfalls will be reviewed individually by ETM (up to 20% will be reviewed during this amendment).

Docusign Envelope ID: 31FA422F-7AD5-48F4-88DE-F38514008F9C

Task 1.B - MLM Division Database Update

The MLM Division is responsible for routine maintenance (mowing, litter removal, and vegetation management/spraying) of roadside and off-road ditches, conveyance swales, MS4 ponds, and City-owned parcels. To support effective maintenance of these MS4 structures, ROW's, and public lands, ETM will:

- Ditch update. Add any new roadside and outfall ditches to be cleaned/re-graded by SWAT crews and/or cleaned as part of the Outfall Ditch Cleaning Project to the MLM Division's Application database as directed by the MLM Administrator.
- Ponds update. Update and add to the MLM Division's Application, City ponds posted to the NPDES GIS database (Task 1.A) and/or transferred to the MLM Division for routine maintenance as requested by MLM.

- Contractor Schedules. Review and update all MLM Division contractor maintenance schedules for Fiscal Year 2024/25. If a contractor review is required, then final receipt of MLM Contractor schedules review will be no later than September 1, 2024. Coordination with the MLM Administrator and contractors will be required to complete this task. Any contractor discrepancies (quantities, additions, deletions, and nomenclature) with the provided MLM asset list and schedule form will be sent to the MLM Administrator for review. Additional assets added or deleted throughout the year will also require the contractor to provide schedules to ETM and the MLM Administrator. Additional work for cycle changes for assets from the previous year will be charged to Task 6C. MLM Reimbursables Task

- Contractor Schedule Check. ETM will configure the FY23/24 schedules to comply with MLM specifications.

TASK 2 – Stormwater Management Plan (SWMP) Update and Permit Required Reports

The NPDES Permit requires that the SWMP be updated as needed to reflect changes in City standard operating procedures and/or resource allocation.

Task 2.A - SWMP Update (Smart Book)

ETM will update the SWMP "Smart Book" which compiles all the related reports, documents, and procedures concerning the SWMP. ETM will also insert new plans and reports submitted to the FDEP as well as updated and new SOPs implemented by the City during FY23/24.

Task 2.B - NPDES Cycle 4 Year 7 (C4Y7) Annual Report Preparation Support

- Assist with Annual Report. ETM will assist the City NPDES Coordinator with the collection of data maintained by various City departments. ETM will work with the City NPDES Coordinator to analyze, and format the data as well as draft supporting text for the following NPDES C4Y7 Annual Report Sections:
    - Section II Major Outfall Inventory
    - Section IV Fiscal Analysis
    - Section VII Stormwater Management Program
        - Part III.A.1 Structural Controls and Stormwater Systems Operations
        - Part III.A.3 Roadways - Street Sweeping and Nutrient Reduction Calculation
        - Part III.A.4 Flood Control Projects
        - Part III A.7.c Illicit Discharges and Improper Disposal
        - Part III A.7.g Limitation of Sanitary Sewer Seepage

The collection, analysis and summarizing of data for all sections of the NPDES C4Y7 Annual Report form not listed in Task 2.B above will be completed by the City NPDES Coordinator or authorized representatives.

- Inspection Batch Closing (City SWAT and Outfall Ditch Cleaning programs). ETM will batch create and batch close inspections for City SWAT and Outfall Ditch Cleaning projects as requested by the City for C4Y7 time period so they may be included in the inspection count for the NPDES C4Y7 Annual Report due March 2024.
- Inspection Batch Closing (City As-built and Markups). ETM will batch create and batch close inspections for City As-builts and Markups within a week or two after rectifying and posting the GIS information in the OpenGov Application.

- FDOT MS4 Structures. In addition to the above, ETM will, in accordance with the City's inter-agency agreement with FDOT District 2, forward to the FDOT NPDES Administrator an updated count of MS4 structures within the City's MS4 jurisdiction and IDDE inspection information. This will assist FDOT in the completion of some sections of the FDOT C4Y7 Annual Report.

Task 2.C – Tributaries I & II BMAP Annual Report (FY 22/23) Preparation Support

The City is required to submit, by January 15, 2024, a status report summarizing planned, ongoing, and completed activities/projects for the tributaries I and II listed for the LSJR BMAP for the period since submittal of the most recent annual report.

- ETM will assist the City NPDES Coordinator with the preparation of the Tributaries I and II BMAP Annual Report for the period October 2022 through September 2023 (FY22/23)
- ETM will geocode CIP projects that can be included in this report.

The City NPDES Coordinator and PWD Engineering Division Chief or their authorized representative(s) are responsible for the addition and update of Stormwater Capital and DSR projects underway and completed as required in the instruction documentation provided by the FDEP. This information will be forwarded to ETM by the City for inclusion in the report.

Task 2.D – Ribault River and Strawberry Creek Bacteria Pollution Control Plan (BPCP) Status Reports for C4Y7

Ribault River and Strawberry Creek BPCP Status Reports. ETM will assist the City NPDES Coordinator with the preparation of the Ribault River and Strawberry Creek Bacteria Pollution Control Plan status reports for C4Y7 (October 2022 to September 2023). More specifically ETM will, in coordination with the City NPDES Coordinator, assemble necessary data and prepare an activity table for each report summarizing the following for the reporting year:

- EQD proactive and reactive IDDE, private lift station, and water quality complaint inspections and investigations.
- RWSM proactive and reactive maintenance activities.
- Septic tanks phased out during the current reporting year.
- FDOH of Duval County septic tank inspections and enforcement actions, and JEA's SSO response and maintenance activities. This data will be obtained by the City and forwarded to ETM.

The preparation of water quality monitoring trend analysis narrative along with related tables and maps will be completed by EQD staff.

Docusign Envelope ID: 31FA422F-7AD5-48F4-88DE-F38514008F9C

TASK 3 – SWMP Assessment Program Implementation

The City submitted an updated SWMP Assessment Program Plan with their NPDES C4Y4 Annual Report in March 2021. The City is currently waiting for approval of this Plan. ETM will continue to assist City staff with the implementation of the FDEP-approved SWMP Assessment Program.

Task 3.A – SWMP Assessment Annual Report Preparation Support for C4Y7

ETM will assist the City NPDES Coordinator with the preparation of the NPDES C4Y7 SWMP Assessment Annual Status Report as defined from the FDEP-approved plan.

More specifically ETM will:

- Assemble and analyze all rainfall data and prepare draft narrative benchmark EMC text.
- Prepare draft narrative text for each of the following SWMP Assessment Key Performance Indicators (KPI's).
    - KPI 1 - MS4 Capital Improvement and Retrofit Projects Completed
    - KPI 2 - Septic Tank Phase Out
    - KPI 3 - Maintenance Activities Undertaken
    - KPI 4 - Load Reductions Achieved through Street Sweeping, Roadway Litter Removal, and Inlet Cleaning
    - KPI 5 - Structural Control Inspection Findings and Follow-up Maintenance

The City's water quality monitoring staff, at the direction of the City NPDES Coordinator will:

- Utilize long-term and current permit reporting year water quality monitoring data to summarize current permit year water quality sample results and the long-term water quality trend for each of the SWMP Assessment Program's focus waterbodies.
- Assemble data and prepare narrative text for KPI 6 – BMP Effectiveness.

TASK 4 – Permit Administration Application Technical Support

The purpose of this task is for ETM to provide user and technical support of the inspection and permit administration applications, dashboards, and reports during FY23/24.

Task 4.A – MAXIMO Extract Refinement

With the assistance of PWD MAXIMO (TIVOLI) support staff, ETM will, on an approximately quarterly basis, extract and geocode the drainage-related work orders. The geocoded work orders will enable ETM to assess and report MS4 maintenance activity and effectiveness.

- Summarize and update SWAT accomplishments.
- Consolidate work order data for the NPDES C4Y7 Annual Report and Ribault River and Strawberry Creek BPCP Annual Status Reports, and SWMP Assessment Annual C4Y7 Report.
- Analyze and format extracted MAXIMO (Tivoli) data to support PWD special project reporting and presentation needs.
- Download, analyze and format daily rainfall data from NOAA.

As in prior years, preparation and updated Maximo (TIVOLI) extract scripts and related documentation will be completed by City staff.

Task 4.B – Technical Support & Systems Administration

Maintain Web -based Applications. ETM will perform the following to maintain the web-based platforms:

Docusign Envelope ID: 31FA422F-7AD5-48F4-88DE-F38514008F9C

- Maintain the inspection applications and MS4 viewer in the web-based platforms (OpenGov and ETM's Esri GIS Mapping Tool).
- Address and city minor configuration requests and updates from the City.
- Site information such as WBID name and number, CPAC, Council District, etc. will be populated for new IDDE, private lift stations, and HRF assets on a monthly basis.
- Add information to Task or Asset drop down menus as requested by the City.
- Correct non-reoccurring, incorrectly entered, data from the inspectors as directed by the City.
- Create layers as directed by the City.
- Provide contour data for requested areas as directed by the City.
- Creation, deactivation, and general administration of user accounts at the direction of the City.
- Update Application manuals as needed.

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

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 resolving all technical support requests within 24 hours.

ETM is not responsible for resolving connectivity or performance issues caused by City or FDOT District 2 owned or maintained desktop and notebook PCs, local area networks, routers, air cards, or web site access restrictions.

TASK 5 – Project Management

Task 5-A -Project Management

ETM is responsible for the preparation and distribution of monthly status reports to the project stakeholders. The status report will summarize work in progress, describe work completed and in progress as well as outstanding issues that may impact timely completion of work authorized in this amendment. Other project management responsibilities include the following:

- The general day to day coordination and supervision of the ETM and sub-consultant project team.
- Preparing for and attending program status and other meetings as requested and scheduled by the City Engineer, the City NPDES Coordinator or their authorized representative.
- Meetings with RWSM, EQD, MLM, and PWD to review work in progress and resolve issues that may impede the completion of the work as described in this scope of services.
- Assist with preparation for and participate in bi-monthly PWD/EQD coordination meetings and quarterly executive briefings.
- Interface with appropriate FDEP personnel on NPDES Permit requirements.

Task 6 – Reimbursable Services

The purpose of the reimbursable services, Tasks 6A through 6C is to enable the City Project Manager, City NPDES Coordinator, and RWSM, MLM and EQD Division Chief(s) to authorize ETM to provide NPDES Permit special project services on an as-needed basis.

Budget amounts allocated to each reimbursable service task (6.A, 6.B, and 6.C) can be redistributed as deemed necessary by the City NPDES Coordinator or authorized representative.

Docusign Envelope ID: 31FA422F-7AD5-48F4-88DE-F38514008F9C

ETM will prepare and submit to the requesting department/division's authorized representative and the City NPDES Coordinator a statement of work and cost estimate for each special project request requiring more than 40 hours of labor to complete. For requests that require less than 40 hours of labor to complete, email or meeting correspondence between ETM and the City authorized representative will be used to authorize and document the work to be performed.

New Staff Training and Layer Set Up in OpenGov Application or ETM Mark-up Mapping Tool to Reimbursable Task.

- ETM will add, delete, and replace users to the City Applications as requested during the contract period. Additional OpenGov users will NOT be an additional cost the City. Ongoing OpenGov training for new City staff will be billed at an hourly rate under Reimbursable Services.
- ETM will add, delete, and replace users to the Esri accounts as requested during the contract period. Any Esri licensing costs for additional users (above the existing 70 users) will be a prorated cost, billed to the Reimbursables Tasks at time of order Renewal of that Esri license will be applied to the following years contract.
- ETM will also provide initial user training and support for new City software application users as directed by the City during the contract amendment period.
- New settings and automations will be added and revised with regard to new users.
- Layers and screen dashboards will also be created for new users during the contract amendment period.

After the initial training, the City is responsible for assessing and maintaining integrity of all inspection findings and other data entered into the database by City staff and associated with each inspection type within the software platform.

Reimbursable services authorized may include but are not limited to the following:

Task 6.A - PWD NPDES Permit Special Project Requests

- Maps and related structure excel files to support SWAT crew field activities.
- SWAT accomplishment mapping and reports.
- Creation of City Council, public meeting, and other special purpose reports or presentation maps.
- Funding of certification and annual refresher level training courses for PW staff or any other COJ Division staff not listed. Courses to be conducted by FSA or other state certified trainer.
- Special purpose MAXIMO (TIVOLI) work order history/trend reports and maps.
- Perform upgrades to the existing inspection application as directed by RWSM.
- Prepare enhancement layers or gadgets to use in the OpenGov Application.
- Assist with update of SOPs associated with RWSM.
- Prepare Street Sweeping map updates.

Task 6.B - EQD NPDES Permit Special Project Requests

- Creation of City Council, public meeting, and other special purpose reports or presentation maps.
- Funding of certification level and annual refresher training courses of EQD staff. Courses to be conducted by FSA or other state certified trainer.
- Perform upgrades to the existing inspection application as directed by EQD.
- Prepare enhancement layers or gadgets to use in the OpenGov Application.
- Assist with the update of SOPs associated with EQD.
- Integration support of maintenance requests responses from the MyJax platform complaint system back to the OpenGov Application.

Docusign Envelope ID: 31FA422F-7AD5-48F4-88DE-F38514008F9C

- Drone services for inspection of waterways or outfalls.
- Provide field personnel for inspection services if needed.
- Perform CCTV services of storm systems.
- Assistance with the BMAP Mainstem Wastewater plan.
- Assist the COJ with catch basin identification and inspection procedures.

Task 6.C - MLM Division NPDES Permit Special Project Requests

- Creation of City Council, public meeting, and other special purpose reports or presentation maps.
- Perform upgrades to the existing inspection application as directed by MLM.
- Prepare enhancement layers or gadgets to use in the OpenGov Application.
- Assist with update of SOPs associated with MLM.
- Training MLM personnel on the mobile application for the OpenGov Application.
- MyJax platform complaint system integration into the Mowing Inspection platform to trigger mowing services.
- Funding of certification level and annual refresher training courses of MLM staff. Courses to be conducted by FSA or other state certified trainer.

Task 6.D - Direct Expenses

Direct expenses include costs associated with asset management application licensing fees, transportation, reproduction, printing, shipping, and hard copy data extracts.

- OpenGov license fees
- Esri License fees
- Transportation, shipping, reproduction and hard copy data extract fees.

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EXHIBIT D

Contract Fee Summary Format for Public Works Department
City of Jacksonville, Florida

PART I - General	
1. Project NPDES Engineering & Permit Administration Amendment 1	**2. Proposal Number/Contract** P-03-22/ Contract 70224-23
3. Name of Consultant England-Thims & Miller, Inc.	**4. Date of Proposal Revised** 11/7/2023

PART II - Labor Related Costs

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal-in-Charge	$ 105.77	5	$ 528.85	
Client Manager		0	$ 0.00	
Project Manager	$ 67.23	1040	$ 69,919.20	
Senior Engineer	$ 66.85	0	$ 0.00	
Engineer	$ 57.06	25	$ 1,426.50	
Senior Programmer	$ 56.42	1076	$ 60,707.92	
GIS Programmer	$ 35.00	355	$ 12,425.00	
GIS Analyst	$ 31.25	72	$ 2,250.00	
GIS Technician	$ 21.88	1690	$ 36,977.20	
Clerical	$ 29.83	88	$ 2,625.04	
Total Direct Labor		4351		$ 186,859.71
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate		200 % x Total Direct Labor		$ 373,719.42
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 560,579.13
8. PROFIT: Labor Related Costs (Item 7)		x	10%	$ 56,057.91

PART III - Other Costs

9. Miscellaneous Direct Costs		
Transportation	$ 0.00	
Reproduction	$ 0.00	
Shipping	$ 0.00	
Provide Data Extracts and Maps to Other Agencies	$ 0.00	
	$ 0.00	
Sub-total Miscellaneous Direct Costs	$	$ -
10. Subconsultants		
Tasks 1-5 Subconsultant - Four Waters Engineering, Inc. (JSEB)	$ 125,000.00	
Subconsultants Sub-total	$ 125,000.00	$ 125,000.00
Total Lump Sum Amount (Items 5, 6, 8, 9 and 10)		$ 741,637.04
11. Reimbursable Service Costs - Limiting Amount		
Task 6A - PWD NPDES Special Project Requests	$ 23,500.00	
Task 6B - EQD NPDES Special Project Requests	$ 23,500.00	
Task 6C - MLM Division NPDES Special Project Requests	$ 30,000.00	
Task 6D - Application Platform fees, other direct costs, shipping	$ 128,000.00	
Sub-total Reimbursable Services		$ 205,000.00

PART IV - Summary

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11)	$ 946,637.04
12. Prior Contract Amount	$ 922,140.28
Amended Amount of Contract	**$ 1,868,777.32**

Docusign Envelope ID: 31FA422F-7AD5-48F4-88DE-F38514008F9C

EXHIBIT D

COJ NPDES Engineering and Permit Administrative Services for FY23/24, submittal 11/7/23

Task	Cost
TASK 1 - MS4 Inventory Update and Maintenance	$ 419,473.45
Task 1.A - MS4 Inventory Update	$ 388,401.97
Task 1.B - MLM Division Database Update	$ 31,071.48
TASK 2 - Stormwater Management Plan (SWMP) Update and Reports	$ 70,621.01
Task 2.A - SWMP Update (Smart Book)	$ 16,999.29
Task 2.B - NPDES Cycle 4 Year 7 Annual Report Preparation Support	$ 22,673.70
Task 2.C - Tributaries I & II BMAP Annual Report Preparation Support for FY22/23	$ 8,859.47
Task 2.D - Ribault River & Strawberry Creek BPCP Status Reports,	$ 22,088.55
TASK 3 - SWMP Effectiveness Assessment Program Implementation	$ 22,779.50
Task 3.A - SWMP Annual Status Assessment Report Preparation Support	$ 22,779.50
TASK 4 - Permit Administration Application and Technical Support	$ 69,686.93
Task 4.A - MAXIMO Extract Refinement	$ 18,072.29
Task 4.B - Technical Support & Systems Administration	$ 51,614.64
TASK 5 - Project Management	$ 159,076.15
Task 5.A Project Management	$ 159,076.15

Labor Total Lump Sum	**$ 741,637.04**
TASK 6 Reimbursable Services	
Task 6.A - PWD Special Project Requests	$ 23,500.00
Task 6.B - EQD Special Project Requests	$ 23,500.00
Task 6.C - MLM Division Special Projects	$ 30,000.00
Task 6.D. Miscellaneous Direct Costs	$ 128,000.00
Reimbursable Services Total	**$ 205,000.00**
Total Lump Sum + Reimbursables	$ 946,637.04

Labor hour amounts do not include subconsultant hours. Subconsultant costs for this Amendment are listed under Task 1A and Task 5A.

Docusign Envelope ID: 31FA422F-7AD5-48F4-88DE-F38514008F9C

EBO FORM 1
SCHEDULE OF SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

Name of Proposer: **England Thims and Miller, Inc.**

Project Title: **NPDES Engineering & Permit Administration FY23/24 Amendment 1**

Proposal Number: **P-03-22, Contract**

Total Base Proposal Amount (if applicable): **$ 946,637.04**

***Please list all JSEBs first**

Full Company Name	JSEB Category (African-American, Women, Asian, Native American, Non-MBE or Hispanic)	Type of Work to be Performed	Total Contract Value or Percentage
Four Waters Engineering, Inc.	Women	MS4 Database update	$125, 000.00
AE Engineering, Inc.	African American	Inspection, CEI	TBD
Alpha Envirotech Consulting, Inc.	Women, Asian	Environmental Consulting	TBD

Attach additional list of subcontractors/sub-consultants as needed

CONSULTANT/SUBCONTRACTOR/SUPPLIER TOTAL VALUES	
African-American Participation Total	
Hispanic-American Participation Total	
Native-American Participation Total	
Asian-American Participation Total	
Woman Participation Total	$125,000.00
Non-MBE Participation Total	**$ 0.00**

The undersigned will enter into a formal Agreement with the JSEB Suppliers/Consultants/Subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City of Jacksonville. Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Signature of Proposer: Juanitta Backer Clem

Title: Executive Vice President

Date: November 7, 2023

Print Name: Juanitta Clem

Docusign Envelope ID: 31FA422F-7AD5-48F4-88DE-F38514008F9C

City of Jacksonville, Florida

Donna Deegan, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

A NEW DAY.

December 14, 2023

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

Dear Mayor Deegan:

Ref: P-03-22 NPDES Engineering and Permit Administration Services (Amendment No. 1)
Department of Public Works/Engineering & Construction Management Division

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/recommendation was **adopted:**

That Contract No. 70224-23, originally executed February 23, 2023, between the City of Jacksonville and England-Thims & Miller, Inc., for NPDES Engineering and Permit Administration Services be amended to incorporate the attached Scope of Services identified as Exhibit 'C' and Contract Fee Summary identified as Exhibit 'D'; increase the lump-sum amount for NPDES Engineering and Permit Administration Services by $741,637.04, to a new limit of $1,583,777.32, to increase the not-to-exceed limits for: PWD Special Project Requests by $23,500.00 to a new limit of $48,500.00; EQD Special Project Requests by $23,500.00 to a new limit of $48,500.00 and M&LM Division Special Project Requests by $30,000.00 to a new limit of $60,000.00 and to add a new not-to-exceed category for application Platform Fees, other direct costs and shipping in the amount of $128,000.00; thereby increasing the maximum indebtedness to the city by $946,637.04 to a new maximum indebtedness of 1,868,777.32; with all other terms and conditions of the agreement remaining unchanged.

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,

Dustin Freeman, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

APPROVED:

Karen Bowling

Donna Deegan, Mayor

This 15th day of December, 2023

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

DF: ab

cc: Council Auditor
James McCain, Jr., OGC
Subcommittee Members

Docusign Envelope ID: 31FA422F-7AD5-48F4-88DE-F38514008F9C

e 654712-23 Change Order 4

Purchase Order	654712-23
Order Date	27-FEB-2023
Change Order	4
Change Order Date	17-JAN-2024
Revision	3
Ordered	1,868,777.32 USD
Requisition Number	PWEN-500230-23
Solicitation Number	P-03-22

All packing slips, invoices, and correspondence must reference the purchase order number

Sold To
City of Jacksonville
117 West Duval Street
JACKSONVILLE, FL 32202

Supplier
England, Thims & Miller, Inc
14775 Old St. Augustine Road
JACKSONVILLE, FL 32258

Bill To
City of Jacksonville
117 West Duval Street, Suite 375
JACKSONVILLE, FL 32202

Ship To
Ed Ball 10th Floor
214 North Hogan Street
Suite 1000
JACKSONVILLE, FL 32202 US

Notes C/O to reduce line 1 by $5,000.00 to a new limit of $817,001.28 & reduce line 2 by $5,000.00 to new limit of $30,000.00 per Using Agency to correct M&L Limit as it is on the Award.

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
21205	**Net 30**	**Freight Prepaid**	**FOB Destination**	**Best Way**

Buyer		Deliver To Contact
Alexzandria Baker Email: **abaker@coj.net** Phone: **904-2558830**		**Lori West** E-mail: **lwest@coj.net**

Line	Item	Price	Quantity	UOM	Ordered	Taxable
1	NPDES Engineering & Permit Admin Svcs England, Thims & Miller, Inc. P-03-22 Contract 70224-23 44101.156002.531090.000000.00000000.00000.0000000	815,084.00				

This line references Document (Contract Purchase Agreement) POA-70224-23.

Ship To
Ed Ball 10th Floor
214 North Hogan Street
Suite 1000
JACKSONVILLE, FL 32202

Promised 815,084.00

Requested
2/13/23

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total **815,084.00**

Docusign Envelope ID: 31FA422F-7AD5-48F4-88DE-F38514008F9C

Line	Item	Price	Quantity	UOM	Ordered	Taxable

2 NPDES Engineering & Permit Admin Svcs 30,000.00
England, Thims & Miller, Inc.
P-03-22 Contract 70224-23
00111.154005.531090.000000.00000000.00000.0000000
This line references Document (Contract Purchase Agreement) POA-70224-23.

Ship To
Ed Ball 10th Floor
214 North Hogan Street
Suite 1000
JACKSONVILLE, FL 32202

Promised 30,000.00

Requested
2/13/23

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total **30,000.00**

3 NPDES Engineering & Permit Admin Svcs 75,139.00
England, Thims & Miller, Inc.
P-03-22 Contract 70224-23
11401.153002.531090.010263.00000000.00000.0000000
This line references Document (Contract Purchase Agreement) POA-70224-23.

Ship To
Ed Ball 10th Floor
214 North Hogan Street
Suite 1000
JACKSONVILLE, FL 32202

Promised 75,139.00

Requested
2/13/23

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total **75,139.00**

4 NPDES ENGINEERING 1,917.28
44102.153004.565050.001031.00000000.00000.0000000
This line references Document (Contract Purchase Agreement) POA-70224-23.

Ship To
Ed Ball 10th Floor
214 North Hogan Street
Suite 1000
JACKSONVILLE, FL 32202

Promised 1,917.28

Requested

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total **1,917.28**

Docusign Envelope ID: 31FA422F-7AD5-48F4-88DE-F38514008F9C

Line	Item	Price	Quantity	UOM	Ordered	Taxable
5	NPDES Engineering and Permit Admin Svcs England Thim & Miller, Inc. P-03-22 Contract 70224-23 Amend 1 PO 654712-23 44101.156002.531090.000000.00000000.00000.0000000	825,000.00				

This line references Document (Contract Purchase Agreement) POA-70224-23.

Ship To
Ed Ball 10th Floor
214 North Hogan Street
Suite 1000
JACKSONVILLE, FL 32202

Promised 825,000.00

Requested
12/13/23

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total **825,000.00**

6	NPDES Engineering and Permit Admin Svcs England Thim & Miller, Inc. P-03-22 Contract 70224-23 Amend 1 PO 654712-23 00111.154005.531090.000000.00000000.00000.0000000	30,000.00				

This line references Document (Contract Purchase Agreement) POA-70224-23.

Ship To
Ed Ball 10th Floor
214 North Hogan Street
Suite 1000
JACKSONVILLE, FL 32202

Promised 30,000.00

Requested
12/13/23

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total **30,000.00**

7	NPDES Engineering and Permit Admin Svcs England Thim & Miller, Inc. P-03-22 Contract 70224-23 Amend 1 PO 654712-23 11401.153002.531090.010263.00000000.00000.0000000	75,139.00				

This line references Document (Contract Purchase Agreement) POA-70224-23.

Ship To
Ed Ball 10th Floor
214 North Hogan Street
Suite 1000
JACKSONVILLE, FL 32202

Promised 75,139.00

Requested
12/13/23

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total **75,139.00**

Docusign Envelope ID: 31FA422F-7AD5-48F4-88DE-F38514008F9C

Line	Item	Price	Quantity	UOM	Ordered	Taxable
8	NPDES Engineering and Permit Admin Svcs England Thim & Miller, Inc. P-03-22 Contract 70224-23 Amend 1 PO 654712-23 00111.153001.531090.000000.00000000.00000.0000000	16,498.04				

This line references Document (Contract Purchase Agreement) POA-70224-23.

Ship To
Ed Ball 10th Floor
214 North Hogan Street
Suite 1000
JACKSONVILLE, FL 32202

Promised 16,498.04

Requested
12/13/23

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total **16,498.04**

Total **1,868,777.32**

This Order is subject to the General Conditions attached here to. Manufacturer's Federal excise tax exempt no. 59-89-0120K. Florida State sales and use tax exemption no. 85-8012621607C-8 All original invoices shall be submitted to: COJ1CloudInvoices@coj.net Email Subject: inv_300000008806179	Approved by Dustin L. Freeman, Chief of Procurement Division

GENERAL CONDITIONS

1. RESERVATIONS: The City reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of the Invitation to Bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not affect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds were required. Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby. All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted. Buyer reserves the right to terminate the Contract or Purchase Oder at any time and for any reason by giving written notice to Contractor unless otherwise specified within the solicitation documents. If the Contract or Purchase Order is terminated for convenience as provided herein, Buyer will be relieved of all further obligations other than payment for that amount of Goods or Services provided to the date of termination.

2. TAXES: The City of Jacksonville, Florida is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No 26-00-107377-54C, (b) Manufacturer's Federal Excise Tax Registration No. 59-6000 344.

3. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

4. GUARANTEE: The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation workmanship, or materials, upon ratification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit to the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such times as will be designated by the City as least detrimental to the operation of City business.

5. PROCUREMENT DIVISION AS AGENT: When the Procurement Division is acting as agents for "other public activities" being defined as activities receiving financial support, in part from the City, but not under the direct governing jurisdiction of the Consolidated Government, the name of such public activity will be substituted for the word "City".

6. OFFICE OF INSPECTOR GENERAL: The City of Jacksonville has established an Office of Inspector General, Section 602.310, Part 3, Chapter 602, *Ordinance Code*, as may be amended. The Inspector General's authority includes but is not limited to the power to: review past, present, and proposed City contracts, transactions, accounts, and records, require the production of records, and, audit, investigate, monitor, and inspect the activities of the City, its officials, employees, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the City and/or receiving City funds in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Section 602.309, *Ordinance Code*.

7. ETHICS PROVISION FOR VENDORS/SUPPLIERS: The acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code.

8. NONDISCRIMINATION PROVISIONS: As required by Section 126.404, Jacksonville Ordinance Code, contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract, provided however, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

9. LEGAL WORKFORCE: Owner shall consider the employment, by Vendor/Contractor, of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents. Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

a. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Jacksonville, Duval County, Florida, and
b. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Owner.

10. LICENSES REQUIREMENT: By acceptance of a Purchase Order issued by the City of Jacksonville agree to obtain and maintain all applicable Local, State and Federal licenses required by law.

11. ELECTRONIC PAYMENTS: Vendors are encouraged to enroll in the City of Jacksonville's Automated Clearing House ("ACH") electronic payment program. ACH allows for systematic direct payment to vendors. The ACH enrollment form can be downloaded at www.coj.net under the Online Forms link on the Finance Department page.

12. CONTRACTOR REPRESENTATION: If this Agreement is for goods or services of $1 million or more, the City, pursuant to Section 287.135(3)(c), Florida Statutes, may terminate this Agreement at City's option if Contractor:

a. Is found to have submitted a false certification under Section 287.135(5), Florida Statutes,
b. Has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel,
c. Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or
d. Has been engaged in business operations in Cuba or Syria.

13. PUBLIC RECORDS: In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

a. Keep and maintain public records required by City to perform the services, and
b. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law, and
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to City, and
d. Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; REQUEST@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

14. PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS: Generally - When Contractor receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within 15 calendar days after Contractor's receipt of payment from CITY. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, Contractor may withhold the disputed portion of any such payment only after Contractor has provided notice to CITY and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing, (ii) state the amount in dispute, (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within 10 calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.

a. Jacksonville Small Emerging Business (JSEB) and Minority Business Enterprise (MBE) - Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), Contractor shall pay all contracts awarded with certified JSEB and MBE as defined therein their pro-rata share of their earned portion of the progress payments made by CITY under the applicable contract within seven (7) business days after Contractor's receipt of payment from CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished, or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to CITY, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB or MBE from all prior payments that Contractor has received from CITY. Contractor shall not unreasonably withhold payments to certified JSEB or MBE if such payments have been made to the Contractor. If Contractor withholds payment to its certified JSEB or MBE, which payment has been made by CITY to Contractor, Contractor shall return said payment to CITY. Contractor shall provide notice to CITY and to the certified JSEB or MBE whose payment is in dispute, which notice shall: (i) be in writing, (ii) state the amount in dispute, (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within five (5) calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the JSEB or MBE within 7 business days shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by the City as liquidated damages. Continued failure to adhere to this clause may be cause for termination.
b. Third-Party Liability – The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between CITY and any subcontractor, supplier, JSEB, MBE, or any third-party or create any CITY liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks, and (ii) charge Contractor a 0.2% daily interest penalty or penalties specified in Chapter 126 of the Code for JSEB or MBE and Chapter 218, Florida Statutes, for non-JSEB or MBE, whichever greater.

15. PUBLIC ENTITY CRIME INFORMATION: A person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list.

16. AUDIT PROVISION: A person or entity providing capital improvements, contractual services, supplies, professional design services, or professional services purchased by the City pursuant to a method of purchase, unless otherwise provided herein, shall agree and be deemed to have agreed by virtue of doing business under contract with the City to all access and examination at all reasonable times by the Council Auditor or any duly authorized representative of the Council Auditor to business records directly pertinent to the transaction until the expiration of three years after final payment pursuant to the transaction. No examination shall be conducted until the Council Auditor has made a recommendation to the Council President that the examination should or, in the alternative, should not be conducted and until the Council President has approved the conducting of the examination.

17. W-9 REQUIREMENT: It is the vendor's responsibility to ensure that the City has a current W-9 on file.

18. INDEMNIFICATION: The Contractor, its employees, agents and subcontractors shall indemnify, defend and hold harmless the City and/or it's using agencies named in the contract documents, it's directors, officers, agents, representatives and employees, from and against any damages, liabilities, losses and costs, including but not limited to reasonable attorneys' fees to the extent caused by the Negligence, recklessness, or intentionally wrongful conduct of the Contractor, and other persons employed or utilized by the Contractor in the performance of this contract or the work performed thereunder.

a. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this contract or otherwise.

19. INSURANCE: Each supplier shall maintain insurance coverage as stated in the Invitation to Bid for the entire term of this contract. All insurance certificates shall list the City of Jacksonville as an additional insured. Bid number should be listed on certificate.

20. DELIVERY: A packing list shall accompany all shipments, which shall indicate, at a minimum, the following, purchase order number, item number and description, date of shipment, quantity ordered, and shipped, unit price, and unit of measure.

21. PICK UP AND RETURNS: The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

22. INVOICING: Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include, purchase order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms shall be Net 45 days, unless otherwise agreed upon between buyer and supplier. All original invoices shall be submitted to: COJ1CloudInvoices@coj.net Email Subject: inv_300000008806179

23. REPORTING: The City may request, reports including but not limited to; usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

24. SUPPLIER ACCESSIBILITY: The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

25. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING: Pursuant to Section 287.05701, Florida Statutes, as amended, Contractor is hereby notified that the City in awarding contracts to vendors may not:

a. Request documentation or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor, and,
b. Give preference to a vendor based on the vendor's social, political, or ideological interests.